

SEP-14-72 103320 A-WD 2350

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SEP 17 2 18 PM '72
COUNTY CLERK

APPROVED
C. J. Lane
CITY SEER

WE SNUG HARBOR VILLAGE DEVELOPMENT CORPORATION, INC.
BEING THE OWNER OF THE PROPERTY SHOWN HEREON DO
HEREBY ADOPT THIS PLAT AND DEDICATE TO THE PUBLIC'S USE
THE STREETS AND UTILITY EASEMENTS SHOWN HEREON.
Thomas J. Brown PRES.

M.E.P. & P.R. CO. SURVEY A-1142

JACOB WILCOX SURVEY A-1711

ELLIS ASSOCIATED SURVEYORS
I CERTIFY THAT THIS PLAT WAS PREPARED FROM
A SURVEY MADE ON THE GROUND IN JULY AND AUGUST 1972

Thomas J. Brown



SCALE 1" = 60.00'

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was filed
date and at the time stamped herein by me
RECORDED in the Public and Part of the PUBLIC RECORDS
of Tarrant County, Texas, as stamped herein by me.
SEP 13 1972
COUNTY CLERK
TARRANT COUNTY, TEXAS

PLAT OF SNUG HARBOR VILLAGE TO THE CITY OF AZLE, TARRANT COUNTY, TEXAS

EAGLE MOUNTAIN LAKE

DEELEY BROWN ARCHITECTS
ARCHITECTS
1414 W. 7th St.
Arlington, Texas 76010

Thomas J. Brown
219 Baker Bldg.
1414 W. 7th
Arlington, Texas 76010

MARY LOUISE NICHOLSON
COUNTY CLERK**PRESIDENT'S CERTIFICATE**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

The undersigned hereby certifies that he is the duly qualified and acting President of the Snug Harbor Village Owners Association, a Texas non-profit corporation (the "Association"), and that

Attached hereto as Exhibit "A" and made a part hereof is a true and correct copy of the Bylaws, Dedications and Restrictions applicable to the Snug Harbor Village Addition in Azle, Texas, which Bylaws, Dedications and Restrictions were approved by an affirmative vote of more than two-thirds of owners (36 affirmative votes and zero votes in opposition) at the annual meeting of the Association on or about June 27, 2020. The Board of Directors has acknowledged the vote of the members and adopts the attached Bylaws, Dedications and Restrictions.

Attached hereto as Exhibit "B" and made a part hereof is a true and correct copy of the Rules and Regulations applicable to the Snug Harbor Village Addition in Azle, Texas, which Rules and Regulations were approved by an affirmative vote of more than two-thirds of owners (36 affirmative votes and zero votes in opposition) at the annual meeting of the Association on or about June 27, 2020. The Board of Directors has acknowledged the vote of the members and adopts the attached Rules and Regulations.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 15 day of January, 2021.

SNUG HARBOR VILLAGE OWNERS
ASSOCIATION

By: Vince Penar, President

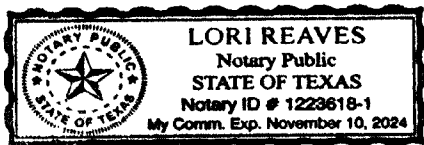
THE STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 15 day of January, 2021, by Vince Penar, President of the Snug Harbor Village Owners Association on behalf of said non-profit corporation.



Lori Reaves
Notary Public, State of Texas

EXHIBIT A

Bylaws, Dedications and Restrictions

Snug Harbor Village Owners Association

Replacing all previous Dedications and Restrictions and Amendments
Thereto, and all Previous ByLaws

June 27, 2020

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ARTICLES

1. APPLICABILITY

The Snug Harbor Village Owners Association (SHVOA), a non-profit corporation and the representative of the Owners of all the Property in Snug Harbor Village, an addition to the City of Azle, Tarrant County, Texas, does hereby amend and restate those certain Dedications and Restrictions recorded in the Tarrant County Real Property Records in association with and according to the final plat map thereof, the J. WILCOX SURVEY, Abstract No. 1711, in Tarrant County, Texas, and the M.E. P. & P.R. Co. Survey Abstract 1142, and more particularly described as follows:

Being part of the J. WILCOX SURVEY, Abstract No. 1711, and the M.E. P. & P.R. Co. Survey Abstract 1142, in Tarrant County, Texas, and being more particularly described by its metes and bounds as follows:

BEGINNING at the Most Southerly corner of the Second Tract conveyed to Tarrant County Water Control and Improvement District No. 1 by deed of record Vol. 1083, page 535, of the Deed Records of Tarrant County, Texas;

THENCE South 0 degrees 35 minutes West 702.40 feet;
 THENCE South 57 degrees 58 minutes West 59.40 feet;
 THENCE North 0 degrees 35 minutes West 839.45 feet to a steel rod;
 THENCE North 5 degrees 12 minutes West 317.25 feet to a steel rod;
 THENCE North 35 degrees 36 minutes West 213.50 feet to a steel rod;
 THENCE North 26 degrees 33 minutes West 500.90 feet to a steel rod;
 THENCE North 85 degrees 36 minutes West 263.7 feet to a steel rod;
 THENCE North 36 degrees 57 minutes West 105.2 feet to a steel rod;
 THENCE North 89 degrees 07 minutes West 50.5 feet to a steel rod on the East line of Kimbrough Road, said point being on a curve with a radius of 238.48 feet whose center bears South 71 degrees 53 minutes West;
 THENCE Northwesternly with the arc of said curve to the left through a central angle of 37 degrees 06 minutes a distance of 154.50 feet to a point on said curve;
 THENCE North 34 degrees 26 minutes East 406.6 feet;
 THENCE South 55 degrees 11 minutes East 38.1 feet;
 THENCE North 34 degrees 49 minutes East 20.0 feet to a point on a concrete seawall;
 THENCE with said seawall the following courses and distances:
 South 59 degrees 54 minutes East 126.1 feet;
 North 51 degrees 56 minutes East 15.1 feet;
 South 79 degrees 59 minutes East 19.1 feet;
 South 77 degrees 05 minutes East 81.3 feet;
 South 88 degrees 31 minutes East 54.0 feet;
 North 82 degrees 00 minutes East 101.4 feet;
 North 54 degrees 02 minutes East 61.0 feet;
 North 78 degrees 55 minutes East 97.2 feet;
 South 80 degrees 54 minutes East 30.4 feet;
 South 19 degrees 44 minutes East 31.4 feet;
 South 42 degrees 26 minutes West 13.1 feet;
 South 13 degrees 59 minutes West 30.4 feet;
 South 16 degrees 52 minutes East 57.0 feet;
 South 29 degrees 34 minutes East 41.9 feet;
 South 11 degrees 43 minutes East 16.3 feet;
 South 22 degrees 27 minutes West 45.8 feet;

South 80 degrees 57 minutes West 19.5 feet;
 South 12 degrees 31 minutes East 69.7 feet;
 North 82 degrees 18 minutes East 26.1 feet;
 South 40 degrees 22 minutes East 28.2 feet;
 South 9 degrees 54 minutes East 100.1 feet;
 South 24 degrees 56 minutes East 20.5 feet;
 South 1 degree 39 minutes West 129.9 feet;
 South 20 degrees 26 minutes East 58.8 feet; and
 South 69 degrees 34 minutes West 3.0 feet to the end of said seawall;

THENCE South 8.2 feet;

THENCE South 0 degrees 35 minutes West 970.6 feet to the point of beginning.

And being the same property described as:

- (a) SNUG HARBOR VILLAGE SUBDIVISION, an Addition to the City of Azle, Tarrant County, Texas, according to original plat and dedication of same recorded in Vol. 388-70, page 18, Plat Records, Tarrant County, Texas;
- (b) lot 1, Block "A" of the Water Board-Kimbrough Subdivision according to plat recorded in Vol. 388-61, page 26 and 27, Plat Records, Tarrant County, Texas;
- (c) A tract of land out of the J. WILCOX SURVEY, Abstract 1711, more particularly described as follows:

BEGINNING at the most Southerly corner of the "Second Tract" as described in a deed to T.C.W.C. & I.D. No. 1 of record in Vol. 1083, page 585, Deed Records, Tarrant County, Texas;

THENCE South 0 degrees 35 minutes West, 702.40 feet to an iron pin for corner;
 THENCE South 57 degrees 58 minutes West, 59.40 feet to an iron pin for corner;
 THENCE North 0 degrees 35 minutes East, 839.45 feet to an iron pin for corner;
 THENCE South 5 degrees 12 minutes East, 66.15 feet to an iron pin for corner;
 THENCE South 46 degrees 53 minutes East, 58.40 feet to the PLACE OF BEGINNING: do hereby adopt the attached plat as their plan for subdividing and revising the same, to be known as: LOTS 1 through 34, SNUG HARBOR VILLAGE, an Addition; to the City of AZLE, Tarrant County, Texas;

and do hereby dedicate the streets and utility easements as shown thereon for the use of the public, SAVE AND EXCEPT THEREFROM those areas marked "private boat ramp" and the easement lying immediately East of LOTS 5, 6, and 7, as shown on the applicable plat.

The undersigned hereby declared that all lots except Lot 34 and such other lots as hereinafter specifically excepted therefrom as shown upon said map, are held and are to be conveyed subject to the reservations, restrictions and covenants, these being properly and correctly set out in the plat and dedication recorded in Vol. 388-Seventy-eight, Page 2, Deed Records of Tarrant County, Texas as follows:

2. OFFICES

- 2.1. Principal office.** The principal office of the Association shall be the residence of the President of the Association who is serving in that capacity at the time in

question. The corporation may have such other offices, either within or outside of the State of Texas, as the Board of Directors may determine or as the affairs of the corporation may from time to time require.

- 2.2. Registered agent and office.** The registered agent is a law firm in the State of Texas:

LACY MALONE STEPPICK RYDER & MENEFFEE, PLLC
303 Main Street, Suite 200, Fort Worth, TX 76102
P: (817) 349-8409 F: (817) 349-8006
Jeff@lacymalone.com www.lacymalone.com

3. DEFINITIONS

- 3.1. Assessment.** "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.
- 3.2. Association.** "Association" shall mean and refer to the Snug Harbor Village Owners Association (SHVOA), a Texas nonprofit organization.
- 3.3. Association Property.** "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easements, licenses, leasehold estates, and other interests of any kind in and to real or personal property which are hereafter owned or held by the Association.
- 3.4. Association Rules and Regulations.** "Association Rules and Regulations" shall mean the rules and regulations adopted by the Board pursuant to the Declarations. The Association Rules and Regulations may be amended as deemed necessary by majority vote of the Board.
- 3.5. Association Approval in Writing.** "Association Approval in Writing" requires a document signed by the President (or in case of the President's extended absence, the Vice President, Secretary, or Treasurer) of the Board.
- 3.6. Board.** "Board" means the Board of Directors of the Association, selected in accordance with these Restrictions.
- 3.7. Common Area(s) or Amenities.** "Common Area(s)" or "Amenities" mean those areas on the plat of Snug Harbor Village Subdivision, excluding Condominium common areas, not included in the rights-of-way, which shall be maintained and operated, together with the improvements located thereon, for the common use and enjoyment of the owners of all the lots in the Subdivision.
- 3.8. Dedicator.** "Dedicator" as used herein shall be understood to mean Snug Harbor Village Development Corporation, Inc.
- 3.9. Director.** "Director" shall mean those Members serving on the Association's Board whether holding an Officer's position or not.
- 3.10. Dwelling.** "Dwelling" shall mean single-family house, duplex, condominium, or townhome.
- 3.11. Eligible Voter.** "Eligible Voter" means a person or an entity who (which) owns a dwelling in Snug Harbor Village or Snug Harbor Village Condos and is in good standing at the time and date specified in the notice of election.
- 3.12. Executive Session.** "Executive Session" means a meeting at which attendance is restricted to the Board and invited guests only.
- 3.13. Gender and Number.** "Gender and number" shall mean whenever used, the singular or plural number shall include both plural and singular, and the use of any gender shall be applicable to all genders.

- 3.14. In Good Standing.** "In Good Standing" means all debts to the Association are paid including, but not limited to, assessments, fees, and liens.
- 3.15. In View of the Street or In View of Waterway.** "In View of the Street" or "In View of the Waterway" means:
- 3.15.1. An object which can be readily seen by a person driving by on the facing street or waterway, or on either street of a corner lot, or
- 3.15.2. An object such as, but not limited to, a boat, jet ski, trailer, camper, or similar item which is stored within 125 feet of the nearest edge of the facing street or waterway, or
- 3.15.3. An object which is in the Front Yard of a dwelling or in plain view of the waterway.
- 3.16. Majority.** "Majority" means more than half of a total. If a quorum is present at any meeting, "Majority" means more than half of those voting unless a more restrictive meaning is specified in the Certificate of Formation, these Restrictions, or Texas law.
- 3.17. Manager or Agent.** "Manager" or "Agent" shall mean the person(s), firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated duties, powers, or functions of the Association.
- 3.18. Member.** "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.
- 3.19. Mortgage.** "Mortgage" or "Mortgages" shall mean any mortgages(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.
- 3.20. Mortgagee.** "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.
- 3.21. Officer.** "Officer" means a Director who holds the position of President, Vice President, Secretary, or Treasurer, or any other position designated by the Board as an Officer position. Officers are elected by the Members.
- 3.22. Owner.** "Owner" or "Owners" means each person or entity that is a record Owner of a fee interest in any residential lot located in the Snug Harbor Village Subdivision; however, the word "Owner" shall not include person(s) or entity(ies) who hold a lien or interest in a Property as security for the performance of an obligation.
- 3.23. Plot.** "Plot" means a single piece or parcel of land out of one or more lots or parts of one or more lots approved by the Dedicator as a building site, or subsequently re-platted, and filed as a public record pursuant to the provisions of Article 1.
- 3.24. Property.** "Property" shall mean and refer to the property subject to the terms and provisions of the Declaration.
- 3.25. Restrictions.** "Restrictions" means these Amended Dedications, Restrictions, and Bylaws.
- 3.26. Stored.** "Stored" means left in place for more than seventy-two hours (72).
- 3.27. Yard.** "Yard" means the space between the plane of the front of the living space of a house and the street which the house faces. Garage space which is in front of dwelling space is in the Front Yard. Where Front Yard space is not obvious, it shall be delineated by the Board. Condo lawns are maintained by the Condo

Association.

- 3.28.** The following three pairs of words/phrases may be used interchangeably, each meaning the same as the other: **Rent** and **Lease**, **Renter** and **Lessee**, and **Rental Agreement** and **Lease**.

4. RIGHTS TO ENFORCE

- 4.1.** Dedicator has assigned and delegated to the Association, through its Board, the right to enforce these Restrictions, for its benefit and for the benefit of all Members. The Members hereby grant the Association, through its Board, the right to take such action as the Board reasonably believes would benefit the Association provided such action is not inconsistent with the Certificate of Formation or these Restrictions.
- 4.2.** These Restrictions shall run with the land and be binding upon the Property, all Owners and Members, and all parties claiming by, through or under the Dedicator, all of whom shall be taken to have covenanted with the Dedicator and its successors in title, and with the Association, to conform to all Restrictions. The Association and/or Members shall have the right to obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce these Restrictions, in addition to the right to pursue ordinary legal action. If the Association is the prevailing party, the responsibility for payment of all expenses and costs incurred in connection with legal action taken by the Association, including but not limited to expert witness fees, attorney's fees, and court costs, lies with the Member(s) against whom such action was taken. Failure of the Association, or the Members, to enforce any of these Restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. Members release the Association and its Board, from any and all liability for any good faith decision or action or failure to act.
- 4.3.** Each Member, Member's family, guests, Renters, Lessees and licensees, shall comply with and be subject to the laws, rules, ordinances and Restrictions of the State of Texas; Tarrant County, Texas; the City of Azle, Texas; these Restrictions; and any easements or restrictive covenants recorded in the public records of Tarrant County, Texas affecting any Property. A violation of this paragraph will permit the Association to avail itself of any remedy permitted by common or statutory law, including the right to enter a vacant lot or abandoned or unoccupied property to cure or abate such violation and to charge the expense of such action to the Member. This right does not extend to a dwelling, garage, or outbuilding whether occupied or not.
- 4.4.** The Association may, in its sole discretion, adopt as its own and seek to enforce, the laws, rules, ordinances, and Restrictions imposed by other governing bodies as if they were part of these Restrictions.
- 4.5.** Before the Board may seek to impose any non-automatic remedy provided by law or in these Restrictions, it must afford the Member notice (in accordance with Article 12) and as required by Texas law, and an opportunity to appear before the Board and be heard on the issue. No hearing shall be required unless one is requested.
- 4.6.** In the event a dispute arises between the Association and a Member or Owner, then prior to the filing of a legal proceeding, the party claiming the dispute shall notify the other party in writing of the nature of the dispute and shall attempt to resolve the issue(s), either through negotiations or formal mediation. After a reasonable period of time of not less than forty-five (45) days from the date of delivery of the written notification, if the parties have not resolved the dispute, either party may proceed with a lawsuit.

5. MEMBERSHIP AND VOTING RIGHTS

5.1. Membership.

- 5.1.1.** The corporation shall have one class of voting membership.

- 5.1.2. All Owners are conclusively presumed to be a Member of the Association, and to have agreed to participate in the Snug Harbor Village Owners Association and abide by these Restrictions, including the payment of all annual and special assessments.

5.2. Voting.

- 5.2.1. In the event a Property is owned by more than one person or entity, the Membership rights held by the entire ownership of such Property shall constitute only one Membership, and each fractional Owner may vote only the fractional membership interest owned by that Member.
- 5.2.2. In the event the same individual owns more than one Property in Snug Harbor he shall have additional votes in accordance with this Article, it being expressly conditioned that there shall be only one vote cast with respect to any individual Property.
- 5.2.3. Members may vote in person or by absentee ballot. Absentee ballots must be received before the stated hour and date of the election. An absentee ballot is valid for all attempts at one election.
- 5.2.4. If uncontested, elections may be determined by either ballot or call vote. In the event the vote is contested or undetermined, votes cast by members must be in writing and signed by the Member.
- 5.2.5. Delivery instructions. When an election is held by ballot, an election candidate may not have access to ballots for that election except in connection with a recount. Therefore, all ballots must be delivered to a person who is not a candidate. If any candidate is an incumbent Director, then ballots may not be delivered to any Director. Ballots may be delivered in person, by mail, or sent electronically. Delivery instructions will be included with any ballot used in an Association election.
- 5.2.6. The record date for determining whether a Member is entitled to vote will be the time and date for the election as specified in the notice of election.
- 5.2.7. At any annual or special meeting at which a quorum is present or which qualifies as a reduced-quorum meeting, a Majority of the votes cast at the meeting – in person, or by absentee ballot – shall be sufficient to take or authorize action upon any matter that may properly come before the meeting.
- 5.2.8. The Board President is always a voting Member at any meeting unless the provision regarding conflict of interest applies.

6. USE OF LAND

- 6.1. On any undeveloped plots, only one single family dwelling shall be constructed or permitted to remain.
- 6.2. No Plot and no dwelling located thereon shall ever be used for other than a residence.
- 6.3. Snug Harbor Village is intended to be an Owner-occupied neighborhood. Therefore, with the exceptions noted below, no Plot, portion of a Plot, or Property may be the subject of a formal or informal rental or lease such that the Plot or Property is occupied by persons not the Owner, except the Owner's family, or non-family caregiver, while the Owner also resides there. For purposes of this prohibition, it is irrelevant whether the non-Owner occupant is paying the Owner for occupancy rights, or whether the Owner is simultaneously occupying a portion of the same premises.
- 6.4. Any person occupying a dwelling on a rental basis shall be allowed to use the amenities owned by Snug Harbor Village Owners Association, but the Board of Directors shall have the right to make reasonable contractual arrangements with the owners of such lots, and/or with the person occupying the same.

Exceptions:

- 6.4.1. A Property may be Leased as part of an attempt to sell such property; for example in a land-contract arrangement or as part of a Lease-to-buy transaction. A copy of the proposed written agreement for this transaction must be provided to the

Board at least 10 days prior to execution and a copy of the executed agreement must be provided to the Board within 10 days after execution.

- 6.4.2. If a Member makes application to the Board, demonstrating (a) that the Member has lived in the house for at least two years; and (b) that the proposed Lease will contain a provision in which the Lessee agrees to be bound by all Restrictions, rules, and regulations governing Snug Harbor Village, as if the Lessee were an Owner of such property; and (c) a copy of the executed Lease is provided to the Board within 10 days of its execution.
- 6.4.3. If a Member makes application to the Board, demonstrating (a) that the Member is being directed to move by military orders or by said Member's employer; and (b) that the proposed Lease will contain a provision in which the Lessee agrees to be bound by all Restrictions, rules, and regulations governing Snug Harbor Village, as if the Lessee were an Owner of such property; and (c) a copy of the proposed Lease is received at least 10 days prior to execution and subsequently approved by the Association; and (d) a copy of the executed Lease is provided to the Board within 10 days of its execution; and (e) a copy of said military orders, or a letter from the employer attesting to the mandatory move, is provided to the Board.
- 6.4.4. If a Member makes application to the Board, demonstrating (a) that unusual circumstances exist that the Board deems worthy of an exemption, and such exemption is approved in writing; and (b) that the proposed Lease will contain a provision in which the Lessee agrees to be bound by all Restrictions, rules, and regulations governing Snug Harbor Village, as if the Lessee were an Owner of such property; and (c) a copy of the executed Lease is provided to the Board within 10 days of its execution.
- 6.4.5. A close family member may occupy a dwelling whether or not such occupancy is a rental situation. Close family member is defined as grandparents, parents, siblings, children, grandchildren, uncles, aunts, nieces, and nephews.
- 6.4.6. The Exceptions 6.4.1 to 6.4.5 above must be renewed annually, and are subject to denial for cause.
- 6.4.7. Guest versus occupant. A guest is considered an occupant if he or she resides in the dwelling for more than nine (9) consecutive days, and no more than twice that many days, eighteen days (18) in any one month.
- 6.4.8. Should ownership of any Property subject to the exceptions described above be transferred in any way, the exception becomes null and void and the prohibition regarding leased property will be reasserted.

6.4.9. When Leases are permitted the following provisions apply:

- 6.4.9.1. All lessors, Lessees, and licensees must comply with this Article and these Restrictions, and will, along with the Member as if such Lessee or licensee were the Member, be held jointly and severally liable for violation of any of these Restrictions or for damage to Association property.
- 6.4.9.2. A Lease approval form provided by the Association must be completed and signed by both the lessor and the Lessee.
- 6.4.9.3. The Lease approval form must be accompanied by the executed Lease. Said lease must contain a provision in which the Lessee agrees to be bound by all Restrictions, rules, and regulations governing Snug Harbor Village, as if the Lessee were an Owner of the Property.
- 6.4.9.4. The Lessee must be the occupant. Sub-leasing or leasing on behalf of an occupant other than the Lessee is prohibited.
- 6.4.9.5. The Association must be notified in writing of the start date and forecasted end date of any Lease. Such notice must be provided within ten (10) days of the Lessee taking possession of property in Snug Harbor Village.
- 6.4.9.6. The minimum lease term of property in Snug Harbor Village is six (6) months. Short-term or vacation rentals are prohibited.

6.5. No garage, outbuilding, or watercraft may be converted into or used as living

quarters or a dwelling, temporarily or otherwise.

- 6.6.** No garage or outbuilding may be leased or rented, these structures are viewed as extensions of the dwelling and all restrictions that apply to the dwelling also apply to accompanying structures.
- 6.7.** No structure of a temporary character, mobile home, motor home, trailer (including boat trailer), tent, shack, garage, or other outbuilding shall be Stored on any Plot at any time unless otherwise approved in writing by the Association, or if the Board of Directors has determined and announced that the lake has become unnavigable.
- 6.8.** The raising or keeping of poultry, swine, rabbits, cows, horses, and other livestock of whatever character is prohibited. Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
- 6.9. Signs.** The erection or maintenance of most types of signs, billboards, or poster boards on any Plot or Property is prohibited. No signs are allowed in the common areas. Three types of signs are permitted:
- 6.9.1. For Sale Signs.** A sign not exceeding 5 square feet in size advertising that the Plot or Property on which the sign is located is for sale.
- 6.9.2. Political Signs.** A political sign which complies with the following Restrictions:
- 6.9.2.1. May be displayed from the 90th day before the date of the election to which the sign relates until the 10th day after that election.
 - 6.9.2.2. No more than one sign per Plot per candidate or issue is permitted.
 - 6.9.2.3. May not be larger than 5 square feet.
- 6.9.3. Miscellaneous Small Signs.** A small sign placed close to a home which complies with the following guidelines.
- 6.9.3.1. Such signs may be "Pride signs" ("My child is an honor student," "Go Frogs," etc.), or may advertise a charitable event ("Chili supper at the church," etc.), or may advise of installed security equipment.
 - 6.9.3.2. May not be commercial advertising ("Pete's Roofing, etc.), unless work is being performed on site. The sign must be removed after the completion of the work.
 - 6.9.3.3. Must be placed within 3 feet of a dwelling.
 - 6.9.3.4. May not be larger than 5 square feet.
- 6.9.4. Signs may not:**
- 6.9.4.1. Contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other nonstandard decorative component;
 - 6.9.4.2. Include the painting of architectural surfaces;
 - 6.9.4.3. Be digital;
 - 6.9.4.4. Threaten the public health or safety;
 - 6.9.4.5. Be larger than five square feet;
 - 6.9.4.6. Violate the law;
 - 6.9.4.7. Contain language, graphics, or any display that would be offensive to the ordinary person; or
 - 6.9.4.8. Be accompanied by music or other sounds or by streamers or be otherwise distracting to motorists.
- 6.10. Fences:**
- 6.10.1. No fence shall be over 5 feet in height without Association Approval In Writing. Fences should be consistent in height and style with adjoining and adjacent Plots.
 - 6.10.2. Fences must be constructed of ornamental metal material and approved by the Board; no fence shall be constructed of chain link, barbed wire, or wood.
 - 6.10.3. No fence may be constructed that blocks a neighbor's view of the water without Association Approval In Writing.

- 6.10.4. No fence shall be constructed in a Front Yard without Association Approval In Writing.

6.11. Landscaping and Plants:

- 6.11.1. No new plants that shall exceed four feet (4') in height shall be planted in the view line of the lake.
 6.11.2. Existing shrubbery in the view line of the lake must be trimmed to four feet (4').
 6.11.3. Existing trees in the view line shall be trimmed twelve feet (12') from the ground to the first leaves or branches. To clarify, there should be 12' of unobstructed visibility from the ground up.
 6.11.4. Existing trees and shrubbery must be maintained such that they do not overhang the waterway(s).
 6.11.5. Do not blow leaves, yard waste, or other debris into the lake or canals.

6.12. Sea Walls: Sea walls are to be maintained by the Owner(s) and are not the responsibility of the Association.

- 6.12.1. If a sea wall is in need of repair the Association may have the wall professionally evaluated by a qualified professional. Costs associated with the inspection will be levied as a Special Assessment to Owner(s).
 6.12.2. Walls determined to be at risk of failure, as determined by a certified professional, may be repaired by the Association. All costs associated with the evaluation, remediation, and repair of the wall will be levied as a Special Assessment to the Owner(s).

6.13. Solar Panels: Solar panels on a roof are regulated by Texas law. See the Texas Property Code, Chapters 202.010 and 202.011. Association Approval In Writing is required prior to any installation.

- 6.14.** Devices which use wind power are subject to the following Restrictions. Such devices shall comply with the City of Azle zoning ordinance and in addition, must:

- 6.14.1.1. be located a minimum of 150 feet from the property lines,
 6.14.1.2. not exceed the maximum height at its tallest point of any dwelling on the same Plot,
 6.14.1.3. (if installed on a vacant lot) not be taller than a typical single-story house in Snug Harbor Village,
 6.14.1.4. not be in view of the street or waterway, and have Association Approval In Writing prior to any installation.

- 6.15.** No noxious, offensive, or illegal activity will be allowed on or in any Plot or Property, nor shall any nuisance be created thereon.

- 6.16.** Exterior clothes lines will not be permitted.

- 6.17.** No building of any character may be moved from outside the area covered by these Restrictions to any Plot in the Association.

- 6.18.** No towers or aerial wires shall be maintained over any part of any lot not occupied by a structure, and all such must be approved in writing by the Board prior to erection.

- 6.19.** Drilling for oil, gas or water, or engaging in mining activities of any kind on any part of any Plot is prohibited.

7. FRONTAGE

- 7.1.** Every dwelling shall front on, and present a good frontage on, the street and waterways. Every dwelling on corner Plots shall present a good frontage on both streets and waterways. The following do not constitute or present "good frontage":

- 7.2.** Grass or other type Ground Cover over six inches in height.

- 7.3.** Grass or other type Ground Cover hanging over the curb into the street.

- 7.4.** Unrestrained shrubbery growth which looks unsightly.

- 7.5.** Vehicles parked in view of the street for more than seventy-two hours (72) which

are not useable and on which repairs are not being attempted.

7.6. Garage space which has no garage door and is in view of the street or waterway.

7.7. A vehicle parked on a lawn area at any time.

7.8. Any type of trailer, camper, recreational vehicle, or motor home, or any type of watercraft—whether on or off a trailer—stored in view of the street or waterway. If a Member needs to leave such an item in view of the street or waterway for more than seventy-two hours (72) due to unusual circumstances, Association approval must be obtained.

7.8.1. Boats may be parked in driveways when the storage areas are full and the lake is unnavigable, the condominium boats and trailers have priority in the storage areas.

7.8.1.1. When the lake has become unnavigable the Board of Directors will provide written notice, which may include a posting on the Association website.

7.8.1.2. When the lake becomes navigable the Board will provide written notice, which may include a posting on the Association website, and the seventy-two (72) hour rule regarding driveway becomes effective.

7.9. Garbage cans will be stored out of public sight and organic trash should be stored in cans with properly fitting lids.

7.10. Woodpiles shall be neat must be located out of public sight. Woodpiles must be at least three (3) feet from a neighboring home because of insects and termites

7.11. Other situations or conditions determined by the Board in its sole discretion, which do not constitute or present "good frontage."

8. APPROVAL OF PLANS

8.1. No buildings, fence, retaining wall, terrace, or other construction shall be commenced, erected, maintained, or modified on the Property or any Plot, unless plans and specifications, Plot plans and grading plans, or other information satisfactory to the Association shall have been submitted to and approved by the Association. The approval of the Board of Directors shall be required as to the material, color, type of construction, location, and height of any such building, fence, wall, terrace, or other construction or additions, changes and alterations thereto.

8.2. The review and approval of such plans and specifications shall be made by the Board of Directors.

8.2.1. The purpose of the approval of plans by the Board is to ensure that all construction or remodeling activity complies with these Restrictions and the general appearance and standards of the neighborhood.

8.2.2. Rules:

8.2.2.1. Application form. Application for approval of erection or modification of all structures must be made on the form, Architectural Change Application, provided by the Association. This form will also be used to indicate approval or disapproval.

8.2.2.2. Plans and specifications. Plans and specifications must be submitted to the Board in duplicate and be drawn to exact scale and include front, rear, and side views, including elevations. The Board may, in its discretion, require other documentation and information prior to approving or disapproving the proposed construction or modification. The Association secretary will keep one copy of submitted documentation; one copy will be signed by the Board chair person and returned to the submitter.

8.2.2.3. Approval procedure. A Majority vote of the Board is required for either approval or disapproval. Copies of the application indicating approval or disapproval will be included in the minutes, and provided to the Member applying.

8.2.2.4. Timeliness. The Board should approve or disapprove plans and

specifications properly submitted within thirty days after submission, and must do so within forty-five days.

- 8.2.2.5. Should the Board fail to approve or disapprove applications within 45 days after confirmation of receipt, then the application will be approved by default.

9. CONSTRUCTION

- 9.1. The exterior colors of any structure, except for small, decorative items, shall be subdued and shall not stand out in a garish way from the general theme of the neighborhood. Colors of new construction, of substantive remodeling, or repainting of any structure must be approved by the Board.
- 9.2. The improvements constructed on every Plot shall include the paving of all driveways and parking areas. Paving materials must be approved by the Board.
- 9.3. Any construction or major repair or renovation shall be completed within six months from commencement unless an extension of time is granted in writing by the Board.
- 9.4. No dwelling shall be occupied in any manner at any time prior to obtaining a Certificate of Occupancy from the City of Azle.
- 9.5. **Other than new construction on a vacant Plot.** No structure shall be erected that blocks a neighbors view of the waterway without Board approval.

10. EASEMENTS

- 10.1. No building or other permanent structure may be erected or maintained on any part of any area designated as utility or drainage easements on the recorded map, nor upon any other area upon which the Dedicator or Association may reserve an easement for utilities in any deed or deeds executed by it; but assuming Board approval, Members may erect and maintain a fence, retaining wall, or hedge along the property line within such easements, subject at all times to the prior right to use such area for the purposes for which such easements are reserved.

11. ASSESSMENTS

- 11.1. **Purposes of assessments.** Assessments shall be used for purposes such as, but not limited to, the following:
- 11.1.1. Enforcement of these Restrictions and any Association Rules and Regulations. This section includes, but is not limited to, community swimming pool and grounds, boat launching facility, lighthouse, trailer storage, and the common area dedicated and deeded to the Association for the benefit of the Association. Nothing contained herein shall limit the power of the Association to acquire and develop other properties for similar purposes.
- 11.1.2. Litigation, collection, and other legal costs and expenses.
- 11.1.3. Operating expenses such as, but not limited to, office supplies, equipment, insurance, and repairs.
- 11.1.4. Assessments will not be used to pay for sea walls; each owner will be responsible for maintaining their own sea wall at their own expense.
- 11.2. **Types of Assessments.**
- 11.2.1. **Annual assessment.** Annual assessments shall accrue according to the fiscal year, and shall be due on the first day of June for the forthcoming year.
- 11.2.1.1. Each Member shall pay an annual assessment, as described below, for each fiscal year. The Association may increase the amount or change the basis of the assessment, provided that any such increase or change shall have the assent of two-thirds of all eligible voters, voting in person or by proxy, at

a meeting duly called for that purpose.

11.2.1.2. The annual assessment for each Member is five hundred dollars (\$500) per year.

11.2.1.3. The annual assessment may be split into two payments; one due on June 1st and one due December 1st. Under the two-payment option, Members who make two payments will pay two hundred and seventy five dollars (\$275) in each June and December.

11.2.1.4. For those who elect one payment, the assessment is due on June 1st and is delinquent on June 21st (Delinquencies - Section 13).

11.2.1.5. For those who elect two payments, the first installment is due on June 1st and is delinquent on June 21st. The second installment is due on December 1st and is delinquent on December 21st (Delinquencies - Section 13).

11.2.2. Special Assessment

11.2.2.1. In addition to the annual assessments, the Association may levy at any time a special assessment for any expense of the Association including, but not limited to, construction, repair, or replacement of any structure, property, or facility connected with, or capital improvement relating to the Property or the lake system.

11.2.2.2. Any special assessment shall specify the due date thereof and a date at least forty-five days later when such assessment shall be delinquent.

11.2.2.3. Special assessments must be approved by two-thirds of the Members at a meeting called for that purpose.

11.2.3. **Special Assessments for Maintenance of Individual Lots.** Each and every lot or unit owner shall maintain the premises and the exterior of his or her dwelling in a manner that is in compliance with these Restrictions. In the event of a violation by an owner, the Association, through its Board, shall be entitled to remedy the violation according to the process detailed in Section 12, Violation Enforcement.

12. VIOLATION ENFORCEMENT

Snug Harbor Village Owners Association has authority pursuant to these governing documents to determine, in its reasonable discretion, the manner in which violations are to be remedied, including but not limited to the right to impose fines.

12.1. Establishment of a Violation. The following procedures and practices are hereby established for the enforcement of violations of the Use of Land, Dedications and Restrictions, Rules and Regulations, and Architectural Standards of the Snug Harbor Village Owners Association, and for the elimination of violations of such provisions found to exist in, on, or about any property within the Association (hereinafter referred to as "Enforcement Policy".)

12.1.1. **Architectural.** Any improvement of any kind or nature erected, placed, or altered on any plot which has not been first approved by the Board of Directors, or which does not in all respects conform to that which has been so approved is deemed a "Violation" under this Enforcement Policy for all purposes.

12.1.2. **Use Restrictions.** Any activity or condition continuing on any Plot or Property that is in opposition to or violates the Restrictions or the Association Rules and Regulations, and which is not expressly authorized by the Board is also deemed a "Violation" under this Enforcement Policy for all purposes.

12.2. Notification. Before Snug Harbor Village Owners Association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation, or take any other action allowable the Association or its agent must give written notice to the owner. Notification requirements will be determined by the type of violation; violations may be either curable or incurable.

12.2.1. **Curable Violations.** examples of acts that are considered curable for the purposes of this section include, but are not limited to:

- 12.2.1.1. a parking violation;
- 12.2.1.2. a maintenance violation;
- 12.2.1.3. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- 12.2.1.4. an ongoing noise violation such as a barking dog.

12.2.2. **Uncurable Violations.** A violation is considered uncurable if the violation(s) are one-time events, for which it is not possible to give prior notice and include property damage, or an event that are prohibited by the governing documents. For purposes of this subsection, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

Examples of acts that are considered uncurable for the purposes of this section include, but are not limited to:

- 12.2.2.1. shooting fireworks;
 - 12.2.2.2. an act constituting a threat to health or safety. A threat to public health or safety occurs when the physical health or safety of an ordinary resident is at risk;
 - 12.2.2.3. a noise violation that is not ongoing;
 - 12.2.2.4. property damage, including the removal or alteration of landscape; and
 - 12.2.2.5. holding an event prohibited by the Dedications and Restrictions.
- 12.2.3. There is no notice requirement for uncurable violations, fines may be imposed immediately.

12.2.4. **Notice of Violation.** Upon verification of the existence of a Violation the Board of Directors or its agent will send to the property owner a written notice of the discovery of the Violation ("Initial Notice") via verified mail. The Initial Notice will inform the recipient as follows:

- 12.2.4.1. The nature, description and location of the Violation; and
- 12.2.4.2. What needs to be done to cure the violation and request to remedy the Violation in a time frame compliant with Chapter 209.006 of the Texas Property Code. For curable violations this is not less than one week or more than 30 days as determined by the Board of Directors, and
- 12.2.4.3. If the Violation has been corrected, or plans and specifications for a subject improvement have been submitted and approved by the Board, the Initial Notice may be disregarded. If the owner requires more than the time allowed by the Board in compliance with Chapter 209.006 of the Texas Property Code, a request for an extension may be requested from the Board of Directors. An extension may be granted or denied and written notice will be provided by the Board of Directors or its representative.

12.2.5. **Failure to Remedy – Notice of Fine.** Failure to cease all non-remedial work immediately upon receipt of the Notice of Violation, or remedy the current violation existing upon the Lot within time allotted by the Board of Directors in the Initial Notice of Violation will result in:

- 12.2.5.1. a fine being levied by the Association against the Owner,
- 12.2.5.2. correction of the offending Improvement or Condition by the Association at the expense of the Lot Owner through a Special Individual Assessment being levied against the Lot Owner, or
- 12.2.5.3. any other remedy available at law or in equity, the Restrictions or Association Rules and Regulations including but not limited to injunctive relief.

The Board shall send to the Property Owner a formal Notice of Fine, informing the recipient of the continuing violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "Notice of Fine Date."

12.3. Fine Structure.

- 12.3.1. **Amount of Fine.** Any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$50 per assessment, with the exception of short-term rentals. Fines may be imposed every seventy-two (72) hours that the Violation continues to exist after the Notice of Fine date. **There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation.** The initial fine shall be imposed in the event the Lot Owner fails to request a hearing as hereinafter provided.

- 12.3.2. **Amount of Fine – Vacation Rentals.** Members in violation of the prohibition on Short-Term or Vacation Rentals will be assessed a fine of one hundred dollars (\$100) every single day until the following conditions have been met:

- 12.3.2.1. Member shall sign an agreement with the Association acknowledging that all Vacation or Short-term rental activity is in violation of the Dedications and Restrictions of the Association,
 12.3.2.2. The agreement will include confirmation that all advertisements for rental of the subject property have ceased,
 12.3.2.3. The agreement will include confirmation that all Short-Term or Vacation rental contracts, leases, or arrangements have been canceled.
 12.3.2.4. The fine will be assessed every three days regardless of occupancy status until the conditions above have been met.

- 12.4. Hearing.** Included with the Notice of Violation will be the opportunity for the Lot Owner to request a hearing before the Board of Directors prior to any fine or Special Individual Assessment being levied upon the Lot Owner, see Section 17.5 Hearings

- 12.5. Corrective Action.** Where a Violation is determined to exist pursuant to any provision of these Restrictions, with the approval of the majority of the Board of Directors, the Board may undertake to cause the Violation to be corrected, removed, or otherwise abated by qualified contractors if, in its reasonable judgment, determines that the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace.

- 12.5.1. Before initiating any action by qualified contractors, the following will apply:
 12.5.1.1. The Board must give the Owner and any third party directly affected by the proposed action prior written notice of undertaking of the action. Such notice shall include an opportunity for the Owner to request a hearing before the Board prior to the undertaking of any corrective action. Should the Owner fail to provide the Board or its representatives with a written request for hearing within thirty (30) days from the date of the notice, that party shall have waived its right to a hearing.
 12.5.1.2. Cost incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Owner as a Special Individual Assessment as set forth in these Restrictions.
 12.5.1.3. The Association, nor its agents and contractors will not be liable to the Lot Owner, or any third party for any damages or costs alleged to arise by virtue of action taken under these Dedications and Restrictions where the Association and its agents have acted reasonably and in conformity with the Restrictions, or Association Rules and Regulations.

- 12.6. Referral to Legal Counsel.** Where a Violation is determined to exist by the

Board pursuant to any of the provisions of this Enforcement Policy and where the Board deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, and without providing Notification under the Enforcement Policy, refer the Violation to legal counsel for action seeking injunctive relief and/or damages against the Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.

12.7. Notice Delivery. Any notice required to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

- 12.7.1. The notice is deemed delivered as of the date the notice is placed into the care and custody of the United States Postal Service (USPS) with postage paid, and addressed to the most recent address of the recipient according to the records of the Association. Notices will be sent with delivery confirmation from the USPS. It is the Member's responsibility to maintain current contact information with the Association.
- 12.7.2. Where the Property is occupied by a tenant, where the interests of an Owner in a Property have been handled by a representative or agent of such Owner, or where Owner has otherwise acted so as to put the Association on notice that its interests in a Property has been, and is being handled by a representative or agent, any notice or communication from the Association pursuant to these Restrictions will be deemed full and effective for all purposes if given to such tenant, representative, or agent.

12.8. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the procedure prescribed by these Dedications and Restrictions. Upon verification by the Board of Directors that the Violation has been corrected or eliminated, the Violation will be deemed to no longer exist and the Notice of Violation shall be voided. The Owner will remain liable for all costs and fines under these Restrictions, which costs and fines, if not paid upon demand thereof by the Board of Directors, will be referred to the Association for collection as a Special Individual Assessment.

12.8.1. Repeated Violations of the Same Provision of the Snug Harbor Village Owners Association governing documents, or Association Rules and Regulations.

- 12.8.1.1. Whenever an Owner, who has previously cured or eliminated a violation after receipt of an Initial Notice, commits a separate violation of the same provision of the Restrictions, or the Association Rules and Regulations within six months from the date of the Initial Notice, the Board or its Agent shall reinstate the Violation and pursue the procedures set forth herein as if the Violation had never been cured or eliminated.

12.9. Binding Effect. The terms and conditions of these Restrictions, as may be amended from time to time, shall bind all Owners including their heirs, successors, transferees or assigns and all Property subject to the Restrictions and such Property shall hereafter be held, occupied, transferred and conveyed subject to the terms and conditions of these Restrictions, as amended.

13. DELINQUENCIES and COLLECTIONS

13.1. Any amount due that is delinquent will be automatically, without notice or hearing, be assessed a late fee of ten percent (10%) per month for each month in delinquent status. This automatic late fee will accrue at 12:01 am on the 21st day of each month following such amount due becoming delinquent. Late fees continue to

accrue and will compound until the entire amount owed is paid. In addition, the Association may sue to collect any amount due, or may foreclose the lien against that Plot or Property, with a right of sale, and the Member shall bear all costs of such foreclosure and collection, including but not limited to the cost of expert witnesses.

13.2. A collection fee of \$25.00, to reimburse the Association for costs, including postage, will be charged to the account anytime the Board or its agents or representatives sends a collection letter to an Owner. A late notice will be mailed each month.

13.3. Waiver of late fees and collection fees can only be granted by the Board of Directors. Waiver of these fees shall not constitute a waiver of future assessments, late fees, or collection fees.

13.4. All attorneys' fees and costs of collection incurred by the Association shall be charged to the Members account.

13.5. Except as otherwise provided by law, all payments received from Members shall be applied to each homeowners account as follows:

13.5.1. any delinquent assessment;

13.5.2. any current assessment;

13.5.3. 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;

13.5.4. any attorney's fees incurred by the association;

13.5.5. any fines assessed by the association; and

13.5.6. any other amount owed to the association.

13.6. If, at the time the property owners' association receives a payment from a property owner, the owner is in default under a payment plan entered into with the association:

13.6.1. the association is not required to apply the payment in the order of priority specified by Subsection 13.5; and

13.6.2. in applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.

13.7. Any Member experiencing financial hardship or other circumstances which warrant consideration of a payment plan, must submit to the Board of Directors in writing a written request setting forth the reason why a payment plan is warranted and setting forth a schedule as to when past due assessment shall be paid.

13.7.1. Payment plans will carry a minimum term of (3) three months to a maximum term of (18) eighteen months from the date of request. The length of the term will be determined by the Board of Directors.

13.7.2. The Board of Directors, at their discretion, can refuse to approve future requests for a payment plan within a (2) two year period from the date a Member defaulted under a prior payment plan entered into with the Association.

13.8. Upon request of an owner's mortgage company, the Association will report to the mortgagee the amount of the assessments remaining unpaid for longer than (25) twenty-five days after they are due, provided that the mortgagee has furnished the Association notice of such mortgage. In all other cases, the Association may notify an owner's mortgagee of a delinquency.

13.9. The Association may also avail itself of any other remedy permitted by law.

14. LIENS

14.1. Monetary amounts owed to the Association shall be a charge upon the Plot or Property, shall constitute a lien upon the Plot or Property, and shall be a personal obligation of all Owners of such Plots or Properties at the time the amount fell due.

- 14.2.** The Association has the maximum rights available under law to foreclose all liens, including using non-judicial and/or expedited foreclosure procedures, if available.
- 14.3.** When a lien has been paid in full it shall be incumbent upon the Association to remove said lien in a timely manner.

15. CANVASSING

- 15.1.** Where these Restrictions require that an instrument be executed by a certain percentage of the Members, the Board may authorize such instrument to be circulated among the Members by mail or other means, including a door-to-door canvass.

16. SEVERABILITY

- 16.1.** If any provision of these Restrictions shall, for any reason or to any extent, be invalid or unenforceable, the remainder of these Restrictions shall be enforced to the fullest extent permitted by law.

17. MEETINGS

17.1. Board of Directors meetings.

- 17.1.1. Board meetings (regular and special) are open to all owners.
- 17.1.2. The first meeting of a Board shall be held immediately after it is elected.
- 17.1.3. The Board shall meet as often as required, but at least once each calendar quarter.
- 17.1.4. Special meetings of the Board of Directors may be called by the President or any Director.
- 17.1.5. The Board must keep written minutes as record of each regular and special meeting and give owners access to approved minutes.
- 17.1.6. The board has the right to adjourn a board meeting and reconvene in a closed executive session for certain issues:
- 17.1.6.1. Personnel matters
 - 17.1.6.2. Litigation
 - 17.1.6.3. Contract negotiations
 - 17.1.6.4. Enforcement actions
 - 17.1.6.5. Confidential attorney client communications
 - 17.1.6.6. Matters involving the invasion of owners' privacy
 - 17.1.6.7. Matters involving parties who have requested confidentiality and the board has agreed to honor that request.
 - 17.1.6.8. Decisions made in executive sessions must be summarized orally in general terms, including any expenditure approved and recorded in minutes.
- 17.1.7. Board meetings may be held in person or via any electronic or telephonic means.
- 17.1.8. All actions taken by the Board must be approved by Majority vote of the Board.
- 17.1.9. A Director may give his or her vote to another Director via written proxy. The proxy must be for a specific issue, and expires after that issue is voted on. The proxy vote may not be counted toward a quorum.
- 17.1.10. No action may be taken at a Board meeting unless a quorum is present in person, over the telephone, or by other electronic means. A quorum for a Board meeting or for a hearing (see Section 17.5 Hearings) shall be at least half of the Directors, present in person, by telephone, or other electronic means. Proxies do not count toward a quorum. Any action taken by the Board when a quorum is present shall be the action of the entire Board. If a quorum is not present, the Board may

discuss issues, but may take no action.

17.2. Notice. Boards must give written notice of upcoming board meetings (regular and special), including the date, hour, place and the general subject of issues to be brought up in open and executive sessions.

- 17.2.1. The Board's notice of meeting must be either:
- 17.2.1.1. Mailed to owners at least (10) days but not earlier than (60) days beforehand; or
 - 17.2.1.2. Provided at least 72 hours before meeting by:
 - 17.2.1.2.1. being posted notice in a conspicuous location (i.e., in a common area or on an association website); and or
 - 17.2.1.2.2. being emailed to all owners who have provided their email address to the HOA. An owner has a duty to keep his or her email address updated with the HOA.
 - 17.2.1.3. Board meeting notice is not required if:
 - 17.2.1.3.1.1. The board meets by telephone or electronic method, if each director may hear or be heard by all other directors,
 - 17.2.1.3.1.2. the board acts by unanimous written consent on routine or administrative matters, or
 - 17.2.1.3.1.3. the meeting is necessary to address an urgent or emergency situation that requires immediate action.
 - 17.2.1.4. The foregoing right of a board to meet and vote without prior notice to the members does not apply to the following matters:
 - 17.2.1.4.1. fines;
 - 17.2.1.4.2. damage assessments;
 - 17.2.1.4.3. initiation of foreclosure actions or enforcement actions;
 - 17.2.1.4.4. increases in assessments;
 - 17.2.1.4.5. levying special assessments;
 - 17.2.1.4.6. appeals from denials of architectural control approval; or
 - 17.2.1.4.7. suspending rights of an owner before the owner has an opportunity to appear before the board.
 - 17.2.1.5. Actions taken without prior meeting notice must be summarized orally during the next open board meeting, including any actual or estimated expenditures approved, and documented in the minutes of the next noticed meeting.
 - 17.2.1.6. If a board meeting is recessed with business to be continued the following day, the board is not required to post notice of the continued meeting. If the meeting is not finished on the following day, the board must give notice as described above within two hours after adjourning the following day.

17.3. Annual meeting. An annual meeting of the Members shall be held in June to elect Directors and Officers, review the Association financial statements, and any conduct other business which has been properly placed on the agenda. (See "General Rules for Meetings" below.)

17.4. Special meetings. Special meetings may be called by the President or by a Majority of the Board. A Member may cause a special meeting to be held by presenting the Board with a petition requesting such a meeting, such petition clearly stating the purpose of the meeting and signed by at least ten percent of the Association's Membership.

17.5. Hearings. Other than for automatic fees such as for delinquent assessments, a Member who is notified of violating these Restrictions or of causing damage to Association property is entitled to a hearing before the Board, upon request subject to the rules below.

- 17.5.1. Such hearing may be scheduled at a mutually agreed upon date, time, and place within ten business days of delivery of written notification of a violation. If a date, time, and place cannot be mutually agreed upon, a requested hearing will take place on the tenth business day after the request for a hearing is received in writing by a member of the Board of Directors, at 7:00 pm at the principal office of the Association.
- 17.5.2. The hearing shall be conducted as follows: the President or Vice President of the Board shall verify that a quorum exists. If a quorum is not present, the hearing will be rescheduled for the next business day at 7 p.m. A Director shall state the nature of the alleged violation or damage, whereupon the Member or the Member's representative shall have 15 minutes to refute. Thereafter, the Directors present will discuss the issues, and then vote, in the presence of the Member or the Member's representative. The vote will answer the question, "is there in fact a violation or damage?" Each Director present, including the President, shall vote yes or no unless the conflict rules apply. Should the vote be tied, the President's vote will be deciding (or the next ranking Officer who is not conflicted from voting in accordance with Section 5.2.8).
- 17.5.3. The matter will be dismissed unless a Majority of the Directors present that a violation is determined to exist and/or damage is determined to have been caused by the Member, Member's family, renters, or guests. The Member will have one week to thirty days, as determined by the Board, to correct the violation or pay for the damage.
- 17.5.4. A determination by the Board as described above is binding on both the Board and the Member unless found by a court to have been the subject of fraud.

17.6. General rules for meetings.

- 17.6.1. **Place.** Board meetings must be held in Tarrant or an adjacent county. If no designation is made, the place of the meeting shall be the principal office of the Association.
- 17.6.2. **Quorum.** A quorum for an annual meeting or for any special meeting shall be present if Members representing at least thirty-three percent of the Eligible Voters are present at the meeting either in person or by proxy. In the absence of a quorum, the meeting (hereafter referred to as the "original non-quorum meeting") will be adjourned. However, those Members personally attending the original non-quorum meeting may call a further meeting by Majority vote without notice other than by oral announcement made during the original non-quorum meeting. At the further meeting (hereafter referred to as a "reduced-quorum meeting") a quorum shall be present if the combination of those Members present in person and by absentee ballot represent at least twenty percent of the Eligible Voters at the time of the reduced-quorum meeting. At a reduced-quorum meeting, Members may take any action that could have been taken at the original non-quorum meeting if a quorum had been present.
- 17.6.3. **Agenda.** Members may suggest items by providing a 7 day notice in writing to the President or Secretary. If both the Member and the Board agree that an item is an emergency, then notice is not required. When required, notice shall include:
- 17.6.3.1. Any agenda item(s) on which the Member wishes to speak, and
 - 17.6.3.2. If said Member plans to bring guests, the estimated number.
 - 17.6.3.3. The Board may allow or deny agenda items at its discretion. Denial must be in writing and include the rationale. Denial may be overridden by a petition signed by Eligible Voters representing at least ten percent of the Members. Such petition must be presented to the President or Secretary at least seven days prior to the meeting.
 - 17.6.3.4. A Member shall be entitled to speak for no more than ten minutes (excluding questions and interruptions) on each allowed agenda item.
- 17.7. Motions.** Any motion considered at any Association meeting must be made by a Director. The appropriate avenues to have a Member initiative presented as a motion are prior discussion with a Director, or a petition signed by at least ten

percent of the Members.

18. BOARD OF DIRECTORS

18.1. Election of Directors. The Board of Directors shall be elected by the Members at the Annual Meeting of the Association. The election may be either ballot or call if uncontested. If contested signed written ballots are required. In the event of a ballot election, an election chairperson who cannot be a current Member of the Board— shall be appointed by the President to certify the election. The election chair person's duties are to ensure the votes are counted properly and to sign a form attesting to the fact that the election was held in accordance with governing documents. Such certification shall be binding on all parties. The election chair person may enlist the help of as many people as he or she deems necessary.

18.1.1. If the election of the Directors does not take place at the annual meeting or immediately upon adjournment thereof, the election shall take place at a special meeting called by the existing Board as soon as convenient, but in no case later than September 31st.

18.1.2. Provided there is a quorum, those persons receiving the most votes will be the new Board provided:

18.1.2.1. each person elected must have received at least ten percent (10%) of the votes cast, and

18.1.3. the Board shall consist of at least four persons, but no more than seven.

18.1.4. Should there be a tie, the tie will be resolved by re-vote of those present in person—whether or not those present constitute a quorum—voting only on the tied parties.

18.1.5. Should the actual votes cast make it impossible to elect at least four (4) Directors, the election will be rescheduled not earlier than seven days and not later than thirty days after the meeting at which election of Directors was last attempted.

18.1.6. If for any reason a Board cannot be elected, the old Board will continue until such time as a proper election is held or until resignation or removal.

18.2. General Powers. The affairs of the Association shall be managed by its Board. Acts of the Board are binding on the Association. Directors shall receive no salary or compensation for their services.

18.3. Number, tenure and qualifications.

18.3.1. Number. The number of Directors shall be a minimum of four (4) and a maximum of seven (7).

18.3.2. Tenure. Directors shall hold office until the first of the following occurs: 1) The next annual meeting of the members, or a qualified successor is elected,

18.3.3. Qualifications.

18.3.3.1. A Director may not have been convicted of a felony or a crime involving moral turpitude within 20 years of serving on the Board.

18.3.3.2. A Director who misses three consecutive meetings shall be removed unless the remaining Directors grant an exception due to extenuating circumstances. Replacement shall be at the discretion of the remaining Directors.

18.3.3.3. Directors need not be residents of the State of Texas.

18.4. Resignation or Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association are served thereby. Removal of a Director is at the discretion of the remaining Directors

18.5. Conflict of Interest. If a conflict of interest or the appearance of a conflict of interest is determined to exist, then any affected Director must abstain from

voting on the conflicted issue. The determination of a conflict or appearance of conflict affecting any other Director shall be made by the President; the determination of conflict affecting the President shall be made by the Secretary, and in either case, shall be noted in the Board minutes.

18.6. Vacancies. A Director may be appointed by the Board only to fill a vacancy caused by a resignation, removal, death, or disability. A Director appointed to fill a vacant position shall serve the unexpired term of the predecessor Director. If the number of Directors falls below four for any reason, the remaining Directors shall appoint the number of additional Directors required to bring the number up to four.

18.7. Continuity. To provide a measure of continuity in the case where no Directors are reelected, the outgoing president shall be a Member of the incoming Board, serving as a consultant. The consultant has no vote at Board meetings, does not count in the number of Directors to be elected, and is not counted in any quorum calculation. Should the outgoing president not be available for this duty, the outgoing secretary shall fill this role.

18.8. Condominiums. In the interest of working together as a cohesive community, the Snug Harbor Village condominiums may have a minimum of one member(s) on the board of directors of Snug Harbor Village Home Owners Association. Reciprocally, the Snug Harbor Village HOA shall have a minimum of one board member(s) on the condo board.

19. OFFICERS

19.1. Snug Harbor Village Owners Association acts through its officers and agents. The board of directors makes the policies for the association, but the officers and agents carry out these policies and administrative functions for the community. All of the officers have an affirmative obligation to act with utmost good faith towards the association and cannot deal in the funds or the property of the association to their own advantage.

19.2. The Officers of the Association shall be a President, Vice President, Secretary, Treasurer, and such other Officers as may be elected in accordance with the provisions of these Dedications and Restrictions. The Board may elect or appoint such other Officers as it shall deem necessary, such Officers to have the authority to perform the duties prescribed by the Board. The rank of the Officers shall be President, Vice President, Secretary, and Treasurer in that order.

19.2.1. President. The President shall be the principal executive Officer of the Association and shall supervise and direct its business and affairs. He or she shall preside at all meetings of the Members and of the Board. The President may sign, with the Secretary or any other officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments that the Board has authorized to be executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board.

19.2.2. Vice President. The primary duty of the Vice President shall be to perform the duties of the President in the absence of the President or in the event of his or her inability or refusal to act. When so acting, the vice president shall have all the powers of the President. The Vice President shall perform such other duties as may be assigned by the President or by the Board.

19.2.3. Secretary. The Secretary shall keep the minutes of Board meetings in one or more books provided for that purpose; see that all notices are given in accordance with the provisions of these Dedications and Restrictions or as required by law; be custodian of the corporate records, the execution of which on behalf of the Association is duly authorized in accordance with the provisions of these Dedications and Restrictions; keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member; and perform such other duties as

may be assigned by the President or by the Board. Minutes of Board meetings shall be approved by the Board prior to posting for public inspection. Such approval may be accomplished at any meeting or by electronic means.

- 19.2.4. **Treasurer.** The Treasurer shall have custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source, prepare financial reports, and perform such other duties as may be assigned by the President or by the Board. If required by the Board, the Treasurer shall be bonded for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

- 19.2.5. No person may hold more than one office.

- 19.3. **Election and term of office.** The Board Officers shall be elected at the Board's annual meeting by the members. New Officer positions may be created and filled by the Board at any meeting thereof. Each Officer shall hold office until his or her successor shall have been duly elected, or until resignation, removal, or position elimination by the Board.

20. COMMITTEES

- 20.1. **Other Committees.** The Board of Directors from time to time in order to facilitate the business of the corporation may appoint such other committees as it may determine to be necessary.
- 20.2. **Chairman.** One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.
- 20.3. Each committee may adopt rules for its own government not inconsistent with these Dedications and Restrictions or with rules adopted by the Board of Directors.

21. AMENDMENTS

- 21.1. The Certificate of Formation or these Dedications and Restrictions may be amended by a Majority vote of the Members at an annual or a special meeting in accordance with the quorum rules specified in this document.

22. FINANCIAL

- 22.1. **Contracts.** The Board may authorize any Officer or Officers, agent or agents, of the Association, in addition to the Officers so authorized by these Dedications and Restrictions to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association.

- 22.2. **Checks, drafts, etc.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by the President, Vice President, or Treasurer.

- 22.3. **Deposits.** All funds of the Association shall be deposited in such banks or other depositories as the Board may select.

- 22.4. **Funds commitment.**

- 22.4.1. Any money spent by the Association must be accounted for by either a receipt or by other documentation as approved by the Board.
- 22.4.2. Any expenditure of more than five hundred dollars (\$500) requires Board approval, a written contract if practical, and must be logged in the minutes.
- 22.4.3. Any expenditure over five hundred dollars (\$500) will require a minimum of two (2) bids.

- 22.5. **Authorized distributions.** No Director or committee Member of the Association shall be paid for services provided in any capacity. However, any Member

may be reimbursed for actual expenses incurred in service to the Association.

- 22.6.** The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

22.7. Petty Cash Fund. The Treasurer may maintain a petty cash fund not to exceed \$100. Any Director may use this fund for the benefit of the Association. Withdrawals from this fund may be issued in order to purchase or as reimbursement for prior purchases, receipts must be provided prior to reimbursement.

- 22.1. Debit Card.** Association Directors may possess a debit card to be used exclusively for the benefit of the Association. Any purchase made with the Association card will require the knowledge and approval of the Treasurer, receipts must be provided within ten (10) days.

23. BOOKS AND RECORDS

- 23.1.** The books and records of the Association, including financial records, shall be open to and reasonably available for examination by a Member, or a person designated in writing signed by the Member as the Member's agent, attorney, or certified public accountant. A Member is entitled to obtain from the Association copies of information contained in the books and records. 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. Requirements of Texas law regarding inspection of books and records of the Association will be followed, including but not limited to the requirements of Chapter 209.005 of the Texas Property Code.

- 23.2.** A Member or the Member's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the property Members' Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed under the Texas Property Code, Chapter 209. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and:

23.2.1. if an inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the Member may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or

23.2.2. if copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested copies for the requesting party on or before the 10th business day after the date the Association receives the request, except as otherwise provided by this Article.

- 23.3.** Except as provided by this Article, an attorney's files and records relating to the Association, excluding invoices, are not records of the Association and are not subject to inspection by the Member or production in a legal proceeding.

23.4. Records maintenance requirements:

- 23.4.1.** the Certificate of Formation, these Restrictions, and all amendments to either document shall be retained permanently;
- 23.4.2.** financial books and records shall be retained for seven years;
- 23.4.3.** account records of current Members shall be retained for five years;
- 23.4.4.** contracts with a term of one year or more shall be retained for four years

- after the expiration of the contract term;
- 23.4.5. minutes of meetings of the Members and the Board shall be retained for seven years; and
 - 23.4.6. tax returns and audit records shall be retained for seven years;
 - 23.4.7. Electronic records. records may be kept electronically and must comply with the following guidelines:
 - 23.4.7.1. electronic records must have reasonable controls to ensure the integrity, accuracy, authenticity, and reliability of the records kept in electronic format;
 - 23.4.7.2. members and the Board must be capable of retaining, preserving, retrieving, and reproducing the electronic records;
 - 23.4.7.3. members and the board are able to readily convert paper originals stored in electronic format back into legible and readable paper copies; and
 - 23.4.7.4. the Board has adequate records management practices in place. Including duplicate electronic copies stored in separate locations.

23.5. Document production: Members who request copies or the production of documents shall be required to pay a fee in accordance with the requirements of Chapter 209.005(1) and other Texas law:

- 23.5.1. Documents published on the Association website may be downloaded without charge.
- 23.5.2. Requests for paper copies received within 60 days of a document's issue date will be honored without charge, and the requirement for certified mail is waived.
- 23.5.3. Other paper documents: \$5.00 per request, plus \$1.00 per page, plus actual mailing cost.
- 23.5.4. Other emailed documents: \$5 per each request of 20 pages or less.
- 23.5.5. Requests for documents listed in 3 and 4 above must be requested by certified mail.
- 23.5.6. Documents requested by Members must normally be produced within certain time limits. See the Texas Property Code, Chapter 209 for time limits.

24. MANAGEMENT AGENT

- 24.1. The Board may, with a majority vote of Members, employ for the Association a management agent or manager at a rate of compensation approved by the Board to perform such duties and services as the Board shall authorize in writing. Any management agreement entered into by the Association shall provide, among other things, that such agreement may be terminated with or without cause by either party upon thirty days written notice to the other party. The term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

25. DUPLEXES

- 25.1. **DUPLEXES.** Lots 13, 14, 15, and 16 have been sold in half Plots and have had duplexes constructed thereon. Each half Plot shall be treated as an Individual Plot in the Snug Harbor Association

- 25.2. **Party Walls.**

- 25.2.1. Each owner of a dwelling having a party wall will to do nothing to disturb the integrity and support provided by the wall or other structure. Any Owner (or persons for whom an Owner is responsible) causing any damage or injury shall be liable for repairs, restoration, and for any other costs or expenses incurred in connection with the damage.
- 25.2.2. If damage or injury is NOT caused by either owner (or persons for whom they

are responsible), then the restoration and other costs and expenses shall be shared equally by both owners.

25.2.3. The cost of reasonable repair and maintenance of a party wall shall be shared equally by both owners.

25.2.4. This Section shall apply whether the party wall be located exactly on the boundary line between the adjoining lots or merely in near proximity to the boundary.

25.3. Roofs.

25.3.1. Each owner of a dwelling sharing a roof will to do nothing to disturb the integrity and protection provided by the roof. Any Owner (or persons for whom an Owner is responsible) causing any damage or injury shall be liable for repairs, restoration, and for any other costs or expenses incurred in connection with the damage.

25.3.2. If damage or injury is not caused by either of owner (nor persons for whom they are responsible), then the restoration and other costs and expenses shall be shared equally by both owners.

25.3.3. The cost of reasonable repair and maintenance of a roof shall be shared by both owners.

26. FOURPLEX

26.1. FOURPLEX. Lot 30, according to the plat, has a Fourplex constructed thereon consisting of a single Building with four individual Units. The building is individually owned, not the Units. Each of the four Units within the fourplex shall be treated as an Individual Plot in the Snug Harbor Village Owners Association.

27. CONDOMINIUMS

27.1. Lot 29 has been developed as Condominiums. Each Condominium Unit and the Owner shall be treated for all purposes as the owner of an individual Plot in the Snug Harbor Owners Association, except there shall be no right of enforcement of the provisions of 11.2.3 Special Assessments for Individual Lots.

27.1.1. Condominium Members will form a Condominium Home Owners Association and elect a Board of Directors, pursuant to the Texas Condominium Act.

27.1.2. The Board of Directors of the Condominium Association will adopt Governing Documents that address issues specifically related to the governing of the Condominiums.

27.1.3. In the event of a conflict, these Restrictions preempt the Condominium Governing Documents.

28. TRANSFER FEES

28.1. The Association may charge a transfer fee, as authorized by the Board, on the purchase or sale of any property in Snug Harbor Village. The purpose of this fee is to offset the costs of revising voting rosters, researching lien and assessment information, providing a resale certificate, and answering inquiries from real estate agents and title companies.

28.1.1. The amount of this fee is two hundred fifty dollars (\$250.00).

28.1.2. Any updates or amendments may be requested within thirty (30) days of the original request without additional charge.

28.1.3. Additional requests made beyond thirty (30) days of the original request will be assessed an additional fee of (\$250.00).

29. DISSOLUTION

29.1. Manner of Dissolution. The Corporation may be dissolved only with the assent given in writing and signed by two-thirds of its members. Written notice of a proposal to dissolve, setting forth the reasons therefor and disposition to be made of the assets, shall be sent to every member at least thirty (30) days in advance of any action taken in connection therewith.

29.2. Distribution of Assets. Upon dissolution of the corporation, the assets of the corporation shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most clearly reflect the purposes and uses to which they were required to be devoted by the corporation.

End of Text

Certification on following page

EXHIBIT B

SNUG HARBOR VILLAGE OWNERS ASSOCIATION
500 HARBOR DRIVE SOUTH
AZLE, TX 76020



RULES and REGULATIONS

1. Common Areas

- 1.1. Only Members In Good Standing may use the common areas or Snug Harbor HOA facilities.
- 1.2. The Association provides no lifeguards at any waterfront area. Any person participating any type of water activity—such as, but not limited to, swimming, diving, fishing, or skiing—does so at that person's own risk.
- 1.3. Members of the Association who allow non-Members onto any common area should accompany non-members at all times. Violation of Association rules or damage to Association property caused by non-Members will be the responsibility of the Member who allowed such non-Member onto Association property.
- 1.4. Common area responsibilities. Members should assume responsibility to advise intruders that we have private common areas for residents only. In the event the intruders fail to leave, the Member should contact the Azle police department at the following numbers: non-Emergency: (817) 444-3221 - Emergency: 911. Directors have no official authority in policing matters.
- 1.5. Children under 16 years of age must be accompanied by an adult when using any common area.
- 1.6. Profanity and obscenities are prohibited.
- 1.7. Trash must be placed in proper containers.
- 1.8. No vehicle or temporary structure, including but not limited to, motor homes, mobile homes, tents, or trailers shall be Stored on a common area overnight unless approved by the Association. When such approval is granted, the Association assumes no liability whatsoever for any damages, however caused, including but not limited to damages caused by theft, fire, or natural disaster.

2. Locks - Keys, Fobs, Cards

- 2.1. Locks and keys: for insurance purposes the boat ramp gate and pool gate should be locked at all times. Take the time to secure any unlocked door or

gate. Keys may be obtained from the treasurer. If a property is sold the keys must be returned to the Treasurer.

- 2.2.** If you need a replacement key, fob, or card you will be charged a fee of \$25.

3. Parking

- 3.1.** Do not block driveways.
- 3.2.** Do not park on the grass. Damage caused to the lawn and/or sprinkler systems by you or your guests will be assessed to the owner.
- 3.3.** Do not park along the roadway if doing so impedes traffic, emergency vehicles may need to pass.
- 3.4.** Do not park in a fire lane or designated "no parking" area.
- 3.5.** Do not block the boat ramp.

4. Pool

- 4.1.** The hours of the pool are:
7:00a.m. to 10:00 p.m. Sunday to Thursday
7:00a.m. to 12:00 a.m. Friday and Saturday
- 4.2.** There is no lifeguard on duty, swim and use pool facilities at your own risk.
- 4.3.** Members must carry a current Snug Harbor Village key with Identification Tag.
- 4.4.** No running, jumping, diving, horse play or excessive noise is allowed.
- 4.5.** No glass containers are allowed in any common area. Glassware is strictly prohibited.
- 4.6.** Pets are not allowed in pool area.
- 4.7.** Do not litter. Pickup, cleanup, and lock up. Each Member, their children and guests are responsible for cleaning and proper disposal of all beverage containers, food wastes, cigarette butts, please bag your trash and take it with you. Do not leave your trash at the pool.
- 4.8.** Members must accompany guests when using the pool
- 4.9.** Members are financially responsible for their children and guests.
- 4.10.** As a Member you are responsible for enforcing the pool rules of the Association when you observe violations.
- 4.11.** Everyone has a responsibility to keep the bathroom facilities clean. Report any problems immediately to a member of the Board.

5. Reserving Facilities

- 5.1.** A Member may reserve the pool for his or her exclusive use for a maximum of

four (4) hours. Reservations must be made through the Board of Directors a minimum of two weeks in advance of scheduled event and requires a \$150.00 refundable deposit. The Board of Directors will post notice of a reservation one week before the reserved date.

- 5.2. After a scheduled gathering, the Member is responsible for properly cleaning the Cabana, restroom facilities, and pool area. If the cleaning is required the \$150.00 deposit will be used to cover expenses to restore the facilities. Members will be billed for expenses that exceed the deposit amount.

6. Boat Ramp

- 6.1. The Snug Harbor ramp and gate area provides access to our lake for Snug Harbor Residents only. The gate is a matter of pride for our neighborhood and proper care must be used to maintain its appearance. Any damage to the gate will be assessed to the owner responsible; you are responsible for any damage caused by your guests. Please be mindful of this and obey the following rules.
- 6.2. Boat Ramp is for Snug Harbor Residents only, Guest Launching must be accompanied by a resident. The boat ramp is not open to the public, do not duplicate your key or give to others.
- 6.3. Boat Ramp hours are 7:00 am to 10:00 pm Sunday thru Thursday, 7:00 am to 12:00 am Friday, Saturday, and Holidays.
- 6.4. Do not block the boat ramp. Do not leave your vehicle or trailer, whether attended or unattended, for more than 15 minutes while on the ramp or blocking the approach to the ramp.
- 6.5. Vehicle and Trailers cannot be parked in designated visitor parking areas. Once launched trailers must be returned to trailer storage, designated temporary parking or driveways (adhering to the 72 hour rule).
- 6.6. Draining Fluids, Gas/Oil, or any liquid that is not biodegradable is strictly prohibited.
- 6.7. Policing personal trash is the resident/user responsibility.
- 6.8. The Gate must be Closed and Locked after launching or use.
- 6.9. After launching your craft, immediately close and lock the gate, and move your vehicle so it does not block the ramp.

7. Trailer Parking

- 7.1. Snug Harbor Trailer Storage is for Snug Harbors Residents only; its purpose is to provide parking for and limited to Boat trailers, Utility Trailers (7000 GVW

or under), Cargo Trailers (7000 GVW or under), and PWC trailers. Guest trailers are prohibited unless authorized by the Board.

- 7.2.** Storage access hours are as follows: 7:00 am to 10:00 pm, Sunday thru Thursday -- 7:00 am to 12:00 pm, Saturday & Sunday
- 7.3.** The access gate must be locked.
- 7.4.** All Trailers in storage must be registered with Snug Harbor Village Home Owners Association. Registration forms can be obtained from a Board Member and must be submitted prior to storage. Any Trailer not registered will be towed at owner's expense.
- 7.5.** Snug Harbor Village Owners Association is not responsible for damage or personal injury of any member or member property in Storage.
- 7.6.** Multiple member trailers are allowed as long as the storage area is not full. In the case of full storage the member with multiple trailers must remove a trailer to accommodate the member without storage. The Board will administer in the case of disagreements.
- 7.7.** When the lake is unnavigable, members from the condominiums will be given priority parking. Navigability will be determined by the Board.
- 7.8.** The Association has limited storage space, it is often necessary to move trailers to accommodate as many Members as possible. Therefore, all trailers must be unlocked and easily moveable. One attempt will be made to contact a Member(s) whose trailer(s) are locked or unmovable. If the Member does not respond the locks or other device(s) restricting movement will be removed by the Association, at the owner's expense. The Association is not responsible for any damage that occurs.
- 7.9.** All Boats and PWC must be covered. All covers must be maintained by the owner.
- 7.10.** Open Utility Trailers may not be used for storage of any item, cargo area must remain open.

8. Boat Slip Rentals

- 8.1.** All Lessees must comply with all the Association's Dedications and Restrictions, Bylaws, and Rules and Regulations. The Member executing the lease will be held liable for violation of any of these Restrictions or for damage to Association property.
- 8.2.** A Lease approval form provided by the Association must be completed and signed by both the lessor and the Lessee.
- 8.3.** The Lessee must be the user of the slip, sub-leasing or leasing on behalf of an

occupant other than the Lessee is prohibited.

- 8.4.** The proposed Lease must be approved in writing by the Association prior to the signing of any Lease.
- 8.5.** The Association must be notified in writing of the start date and forecasted end date of any Lease. Such notice must be provided within ten (10) days of the Lessee taking possession of a slip in Snug Harbor Village Marina.
- 8.6.** The lease must contain the following restrictions:
 - 8.6.1.1. Slip access from 7:00 am until 10:00 pm Sunday thru Thursday, 7:00 am thru 12:00 am Friday, Saturday, and Holidays.
 - 8.6.1.2. Only one car per slip, parked in a designated area (by the Lessor). Do not block the roadway or driveways at any time.
 - 8.6.1.3. Boat must be covered when not in use.
 - 8.6.1.4. Trailers are allowed to load or unload boats only, trailers must be removed after unloading.
 - 8.6.1.5. All trash must be removed daily.
 - 8.6.1.6. No loud music, vulgar language, or inappropriate behavior at any time.
 - 8.6.1.7. Lessees must adhere to the no wake zone at all times.

9. Miscellaneous

- 9.1.** Please remove holiday decorations within three weeks after the holiday.

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AMENDMENT OF RESTRICTIONS

AMENDMENT TO PLAT RESTRICTIONS OF SNUG HARBOR VILLAGE AZLE,
TEXAS VOLUME 338, PAGE 78.

The minutes of the Snug Harbor Village Owner's Association annual meeting dated June 6, 1976, further supported by a list of Snug Harbor Village Property Owners of Record on June 6, 1976 and sworn affidavits incorporated as part of this document stating that all members were present, amended the Restrictions as follows:

VIII - Purposes of Assessments (e)

"That each owner maintain their own sea wall at their own expense."

Under the rules governing the Association in 1976 an amendment required a majority vote.

Jeanne L. Knapp
Jeanne L. Knapp, President
Snug Harbor Village Owners Association

Subscribed and sworn to before me this 8 day of April, 1994.

Diana Rust
Notary Public

My Commission Expires: 4-29-95

Return to:
Jeanne L. Knapp
568 Harbor Circle
Azle, Texas 76020



MINUTES
SNUG HARBOR VILLAGE OWNERS' ASSOCIATION
JUNE 6, 1976

THE SECOND ANNUAL MEETING OF THE SNUG HARBOR VILLAGE OWNERS' ASSOCIATION WAS HELD AT 4:15 PM ON JUNE 6, 1976. THE MEETING WAS CALLED TO ORDER BY PRESIDENT ROBERT EVANS. MINUTES OF THE FIRST ANNUAL MEETING WERE READ AND APPROVED. THE TREASURER'S REPORT WAS ALSO READ AND APPROVED.

AFTER A BRIEF DISCUSSION A MOTION WAS MADE BY CLIFTON NOLAN TO KEEP THE MONTHLY OWNERS' ASSESSMENT AT \$500 PER MONTH FOR THE NEXT 12 MONTHS. MOTION SECONDED BY MIKE COLEMAN AND PASSED BY THE MEMBERS.

A MOTION WAS MADE RE-ELECT THE SAME OFFICERS FOR THE COMING YEAR. MOTION PASSED

ROBERT EVANS - PRESIDENT
GLYNN ROBERTS - V.P. & SECRETARY
PAUL HAINES - TREASURER

PAUL HAINES ADVISED THE GROUP THAT HE HAD REQUESTED A BOWIE FOR THE HARBOR ENTRANCE FROM LAKE AUTHORITIES.

THERE WAS A BRIEF DISCUSSION REGARDING PLANS FOR THE SEWER SYSTEM. PRESIDENT EVANS ADVISED THE GROUP THAT THE CITY PLANS TO INSTALL A LIFT STATION WHICH WILL COST \$12,000 TO \$18,000.

AFTER A DISCUSSION REGARDING SEA WALL MAINTENANCE, BART CORDELL MADE A MOTION WHICH WAS SECONDED BY JOHN LEMOND TO AMEND THE CHARTER TO PROVIDE FOR EACH OWNER TO MAINTAIN HIS OWN SEA WALL AT HIS OWN EXPENSE. MOTION PASSED.

A MOTION WAS MADE BY BYRON KEIL, SECONDED BY CLIFTON NOLAN TO SECURE A LEGAL OPINION REGARDING THE OWNERSHIP OF THE BEACH & PIER. MOTION PASSED

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJORNED.

Glynn Roberts
SECRETARY

11530 0614

BYRON L. KEIL

1800 Dakar Road, E.

Fort Worth, Texas 76116

817-731-1212

NOTICE OF MEETING
SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION
SNUG HARBOR CONDOMINIUM APARTMENTS - COUNCIL OF CO-OWNERS

The subject meetings will be held as follows:

- 1) 2:00 P.M., May 22, 1977 - Homeowners' Association at the Clubhouse.
- 2) 3:00 P.M., May 22, 1977 - Condominium Apartments Council of Co-owners on the Nolan patio.

Both meetings are called to discuss the budget for 1977/78 and also elect officers for the same period.

The following are minutes for the Council of Co-owners meeting of April 3, 1977:

The meeting was called by President Nolan to discuss fire insurance and liability insurance coverage for the condominium units. The present policy expires May 17, 1977, and it was decided that various owners would try to get bids on coverage from several different insurance agencies. John Clayton moved that we secure 80% coverage of the \$525,000.00 value, or \$420,000.00 worth of fire coverage (100% co-insurance). The motion was seconded by Mr. Goldman and passed unanimously. A discussion also covered increasing the liability insurance policy to \$1,000,000.00 coverage or obtaining an umbrella policy on the present \$300,000.00 coverage to increase total coverage to \$1,000,000.00. Bids on this coverage were also to be obtained at the same time as the fire coverage.

A meeting of the officers is to be called to discuss the bids prior to May 17, 1977. The meeting was adjourned at 3:40 P.M.

Byron L. Keil
Secretary

1976 Snug Harbor Village Property Owners of Record

On June 6, 1976 there were forty nine (49) platted properties in Snug Harbor Village. Since then properties have been replatted and currently there are forty seven which includes Lot 34, the swimming pool, tennis courts and common areas.

Allen, Bennie & Robbins, Sharon - Lot 12

Clayton, John & Betty - Condo 9 Bldg B

Cordell, Barton - Lot 18

Evans, Arja H & Mary - Lots 2, 21, 24, 28, 30, 31, 32, 33
Condos 1, 2, 3, 4, 11, 13, 14, 16, 17

Evans, Harry and Arja - Lot 26

Fowler, Russell - Condo 12 Bldg C

Goldman, Mike (G & P Investments) Condo 6 Bldg B

Haynes, Paul & Maude - Lot 10

Kell, Brian - Condo 8 Bldg B

Kerulis, John - Condo 5 Bldg A

Kusmierski, Ted - Condo 15 Bldg C

Lemond, John - Lot 17

Noland, Clifton - Condo 7 Bldg B

Roberts, Glynn - Condo 10 Bldg B

Scott, R. D. - Lot 1

Snug Harbor Village Development Corporation - Lots 3, 4, 6,
7, 8, 9, 11, 13, 14-A, 15, 16, 19, 20, 22, 23, 25, 27, 34

CONDOS WERE PLATTED 9-25-72 FROM LOTS 14-B, 29, 30, 31, 32, & 33.
FROM THAT POINT ON THEY ARE REFERENCED AS 29 14-B.

AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

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BEFORE ME, the undersigned authority, personally appeared
TED KUSMIERSKI, who, by me duly sworn, deposed as follows:

"My name is TED KUSMIERSKI. I reside at 7417 Douglas Lane,
North Richland Hills, Texas 76180. I am of sound mind and
capable of making this affidavit. I am personally acquainted
with the facts herein stated, which are true.

"On June 6, 1976 I owned Condo # 15 Building C located in
Snug Harbor Village, Azle, Texas 76020 and attended
the annual Association meeting held on this date.

"I have read the official minutes of the Snug Harbor Village
Owner's Association dated June 6, 1976 and agree that they are a
true and accurate representation of the business conducted during
that meeting.

"I confirm that those persons referenced in the minutes of
the meeting as having presented information and/or made and
seconded motions were in fact present. Also in attendance were
property owners Jack (R.D.) and Jackie Scott, Arja H. Evans, Tr.,
John Kerulis, Russell Fowler, Bennie Allen and, John and
Betty Clayton.

AFFIDAVIT

Page 1 of 2 Pages

11530 0617

" There were a total of sixteen deeded property owners of forty nine platted properties in Snug Harbor Village on June 6, 1976 and there was 100% representation of these owners at the meeting. All business conducted was official and legal and the membership did, in fact, vote on a motion "To amend the Charter to provide for each owner to maintain his own sea wall at his own expense". That motion passed."

Further Affiant sayeth not.

SIGNED ON February 14, 1994

NOTARY/SIGNATURE IN BLUE
INK MAY NOT BE LEGAL
Ted Kusmierski
TED KUSMIERSKI

SIGNED under oath before me on February 14, 1994.



Janet Lwengood
Notary Public, State of Texas
Commission Expires:

AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, personally appeared
TED KUSMIERSKI, who, by me duly sworn, deposed as follows:

"My name is TED KUSMIERSKI. I reside at 7417 Douglas Lane,
North Richland Hills, Texas 76180. I am of sound mind and
capable of making this affidavit. I am personally acquainted
with the facts herein stated, which are true.

"On June 6, 1976 I owned Condo # 15 Building C located in
Snug Harbor Village, Azle, Texas 76020 and attended
the annual Association meeting held on this date.

"I have read the official minutes of the Snug Harbor Village
Owner's Association dated June 6, 1976 and agree that they are a
true and accurate representation of the business conducted during
that meeting.

"I confirm that those persons referenced in the minutes of
the meeting as having presented information and/or made and
seconded motions were in fact present. Also in attendance were
property owners Jack (R.D.) and Jackie Scott, Arja H. Evans, Tr.,
John Kerulis, Russell Fowler, Bennie Allen and, John and
Betty Clayton.

AFFIDAVIT

Page 1 of 2 Pages

11530 0619

" There were a total of sixteen deeded property owners of forty nine platted properties in Snug Harbor Village on June 6, 1976 and there was 100% representation of these owners at the meeting. All business conducted was official and legal and the membership did, in fact, vote on a motion "To amend the Charter to provide for each owner to maintain his own sea wall at his own expense". That motion passed."

Further Affiant sayeth not.

SIGNED ON February 14, 1994

NOTARY/SIGNATURE IN BLUE
INK MAY NOT BE LEGIBLE
Ted Kusmierski
TED KUSMIERSKI

SIGNED under oath before me on February 14, 1994.



Janet Livengood
Notary Public, State of Texas
Commission Expires:

AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, personally appeared
BENNIE B. ALLEN, who, by me duly sworn, deposed as follows:

"My name is BENNIE B. ALLEN. I reside at 608 Harbor Circle,
located in Snug Harbor Village, Azle, Texas 76020. I am of
sound mind and capable of making this affidavit. I am personally
acquainted with the facts herein stated, which are true.

"On June 6, 1976 I owned the above referenced property and
attended the annual Association meeting held on this date.

"I have read the official minutes of the Snug Harbor Village
Owner's Association dated June 6, 1976 and agree that they are a
true and accurate representation of the business conducted during
that meeting.

"I confirm that those persons referenced in the minutes of
the meeting as having presented information and/or made and
seconded motions were in fact present. Also in attendance were
property owners Jack (R.D.) and Jackie Scott, Arja H. Evans, Tr.,
Ted Kusmierski, John Kerulis, Russell Fowler, and John and Betty
Clayton.

AFFIDAVIT

Page 1 of 2 Pages

11530 0621

" There were a total of sixteen deeded property owners of forty nine platted properties in Snug Harbor Village on June 6, 1976 and there was 100% representation of these owners at the meeting. All business conducted was official and legal and the membership did, in fact, vote on a motion "To amend the Charter to provide for each owner to maintain his own sea wall at his own expense". That motion passed."

Further Affiant sayeth not.

SIGNED ON February 8, 1994

Bennie B. Allen
BENNIE B. ALLEN

SIGNED under oath before me on February 8, 1994.

Jean Reeves
Notary Public, State of Texas
Commission Expires: 11-5-96



AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

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BEFORE ME, the undersigned authority, personally appeared
R. D. SCOTT, who, by me duly sworn, deposed as follows:

"My name is R. D. (Jack) Scott. I reside at 909 Elm Ct,
Azle, Texas 76020. I am of sound mind and
capable of making this affidavit. I am personally acquainted
with the facts herein stated, which are true.

"On June 6, 1976, I owned Lot 1 located in
Snug Harbor Village, Azle, Texas 76020 and attended
the annual Association meeting held on this date.

"I have read the official minutes of the Snug Harbor Village
Owner's Association dated June 6, 1976 and agree that they are a
true and accurate representation of the business conducted during
that meeting.

"I confirm that those persons referenced in the minutes of
the meeting as having presented information and/or made and
seconded motions were in fact present. Also in attendance were
property owners Russell Fowler, Arja H. Evans, Tr.,
John Kerulis, Ted Kusmierski, Bennie Allen, John and
Betty Clayton and, my wife, Jackie Scott.

" There were a total of sixteen deeded property owners of forty nine platted properties in Snug Harbor Village on June 6, 1976 and there was 100% representation of these owners at the meeting. All business conducted was official and legal and the membership did, in fact, vote on a motion "To amend the Charter to provide for each owner to maintain his own sea wall at his own expense". That motion passed."

Further Affiant sayeth not

SIGNED ON January 2, 1994

R.D. Scott
R.D. SCOTT

SIGNED under oath before me on January 2-2, 1994.



Jonetta Zimmerman
Notary Public, State of Texas
Commission Expires: 6-4-94

AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

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BEFORE ME, the undersigned authority, personally appeared
RUSSELL FOWLER, who, by me duly sworn, deposed as follows:

"My name is RUSSELL FOWLER. I reside at 29 Page Street,
Hurst, Texas 76053. I am of sound mind and
capable of making this affidavit. I am personally acquainted
with the facts herein stated, which are true.

"On June 6, 1976 I owned Condo # 12 Building C located in
Snug Harbor Village, Azle, Texas 76020 and attended
the annual Association meeting held on this date.

"I have read the official minutes of the Snug Harbor Village
Owner's Association dated June 6, 1976 and agree that they are a
true and accurate representation of the business conducted during
that meeting.

"I confirm that those persons referenced in the minutes of
the meeting as having presented information and/or made and
seconded motions were in fact present. Also in attendance were
property owners Jack (R.D.) and Jackie Scott, Arja H. Evans, Tr.,
John Kerulis, Ted Kusmierski, Bennie Allen and, John and
Betty Clayton.

" There were a total of sixteen deeded property owners of forty nine platted properties in Snug Harbor Village on June 6, 1976 and there was 100% representation of these owners at the meeting. All business conducted was official and legal and the membership did, in fact, vote on a motion "To amend the Charter to provide for each owner to maintain his own sea wall at his own expense". That motion passed."

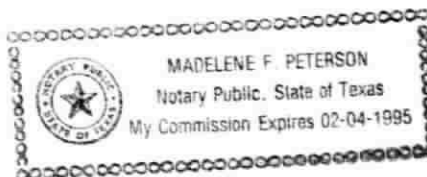
Further Affiant sayeth not

SIGNED ON JAN 23, 1994

NOTARY/SIGNATURE IN BLUE Russell Fowler
INK MAY NOT BE LEGIBLE
RUSSELL FOWLER

SIGNED under oath before me on _____,
1994.

Madeleine F. Peterson
Notary Public, State of Texas
Commission Expires:



AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

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BEFORE ME, the undersigned authority, personally appeared JOHN M. KERULIS, who, by me duly sworn, deposed as follows:

"My name is JOHN M. KERULIS. I reside at 1403 Hillcrest, Little Elm, Texas 75068. I am of sound mind and capable of making this affidavit. I am personally acquainted with the facts herein stated, which are true.

"On June 6, 1976 I owned Condo # 5 Building A located in Snug Harbor Village Azle, Texas 76020 and attended the annual Association meeting held on this date.

"I have read the official minutes of the Snug Harbor Village Owner's Association dated June 6, 1976 and agree that they are a true and accurate representation of the business conducted during that meeting.

"I confirm that those persons referenced in the minutes of the meeting as having presented information and/or made and seconded motions were in fact present. Also in attendance were property owners Jack (R.D.) and Jackie Scott, Arja H. Evans, Tr., Ted Kusmierski, Russell Fowler, Bennie Allen and, John and Betty Clayton.

AFFIDAVIT

Page 1 of 2 Pages

11530 0627

" There were a total of sixteen deeded property owners of forty nine platted properties in Snug Harbor Village on June 4, 1976 and there was 100% representation of these owners at the meeting. All business conducted was official and legal and the membership did, in fact, vote on a motion "To amend the Charter to provide for each owner to maintain his own sea wall at his own expense". That motion passed."

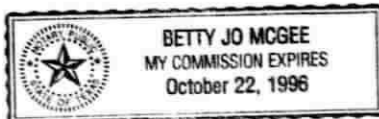
Further Affiant sayeth not.

SIGNED ON January 31, 1994, 1994

John M. Kerulis
JOHN M. KERULIS

SIGNED under oath before me on January 31, 1994, 1994.

Betty J. McGee
Notary Public, State of Texas
Commission Expires: 10/22/96



NOTARY/SIGNATURE IN BLUE
INK MAY NOT BE LEGIBLE

AFFIDAVIT

STATE OF TEXAS

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COUNTY OF TARRANT

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BEFORE ME, the undersigned authority, personally appeared JOHN O. CLAYTON, who, by me duly sworn, deposed as follows:

"My name is JOHN O CLAYTON. I reside at 6463 Sumac, Fort Worth, Texas 76116. I am of sound mind and capable of making this affidavit. I am personally acquainted with the facts herein stated, which are true.

"On June 6, 1976 I owned Condo # 9 Building B located in Snug Harbor Village, Azle, Texas 76020 and attended the annual Association meeting held on this date.

"I have read the official minutes of the Snug Harbor Village Owner's Association dated June 6, 1976 and agree that they are a true and accurate representation of the business conducted during that meeting.

"I confirm that those persons referenced in the minutes of the meeting as having presented information and/or made and seconded motions were in fact present. Also in attendance were property owners Jack (R.D.) and Jackie Scott, Arja H. Evans, Tr., Ted Kusmierski, John Kerulis, Russell Fowler, Bennie Allen and, my wife, Betty Clayton.

AFFIDAVIT

Page 1 of 2 Pages

11530 0629

" There were a total of sixteen deeded property owners of forty nine platted properties in Snug Harbor Village on June 6, 1976 and there was 100% representation of these owners at the meeting. All business conducted was official and legal and the membership did, in fact, vote on a motion "To amend the Charter to provide for each owner to maintain his own sea wall at his own expense". That motion passed."

Further Affiant sayeth not.

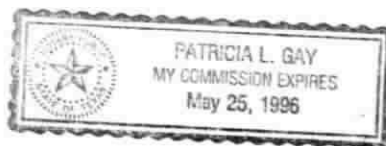
SIGNED ON January 26, 1994

John O. Clayton
JOHN O. CLAYTON

SIGNED under oath before me on January 26, 1994.

Patricia L. Gay
Notary Public, State of Texas
Commission Expires: MAY 25, 1996

NOTARY/SIGNATURE IN BLUE
INK MAY NOT BE LEGIBLE



Robert W. Evans
Avenida Bombeiros Voluntários
Lote 46, 3-E, Algés
1495 Lisboa
Portugal

Jeanne L. Knapp
President
Snug Harbor Village Owners Association
568 Harbor Circle
Azle, Tx 76020
EUA

5 January 1994

Dear Jeanne,

I am writing this letter in response to your letter to me on 30 December 1993. I agree with you - 1976 was a long time ago. I do not remember who was there. Nor do I have copies of the by-laws with me to verify the voting procedures used. I would check with the owners who originally signed the by-laws when they came into effect. I believe they were Byron Keil, Glynn Roberts, John Clayton, Paul Haynes and maybe Clifton Noland. They had all bought property before we became involved. You might also check with the developer of Snug Harbor Village, Thomas N. Brown or Paul Deeley. They were architects in Fort Worth.

The seawall issue came up because we had incurred a huge expense on repairing many walls and we went to the association to discuss the sharing of the expenses for repairs. At that time, as indicated by the minutes, the owners voted to maintain the seawalls in front of their properties instead of sharing in our cost of repairing the walls in front of our properties. If this is not the case, I could put our part of the reimbursement to good use. Kidding aside, the intention was for each owner to maintain - physically and financially - their portion of the seawall.

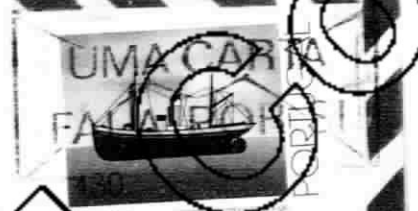
I hope this is of help.

Sincerely,

Robert W. Evans

11530 0631

Evans
Av. Bombeiros Voluntários
Lote 46, 3-Esg., Algés
1495 Lisboa
PORTUGAL



JEANNE L. KNAPP
568 HARBOR CIRCLE
AZLE, TX 76020

D194085672
JEANNE L KNAPP
568 HARBOR CIR
AZLE, TX

76020

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D -D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : J E A N N E L K N A P P

R E C E I P T N O
194197166

R E G I S T E R
DR92

R E C D - B Y
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P R I N T E D D A T E T I M E
04/08/94 12:03

1 I N S T R U M E N T F E E C D
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I N D E X E D T I M E
940408 12:03 C K 2344

T O T A L : D O C U M E N T S : 01 F E E S : 47.00

B Y: 

A N Y P R O V I S I O N W H I C H R E S T R I C T S T H E S A L E R E N T A L O R U S E
O F T H E D E S C R I B E D R E A L P R O P E R T Y B E C A U S E O F C O L O R O R R A C E
I S I N V A L I D A N D U N E N F O R C E A B L E U N D E R F E D E R A L L A W .

11530 0633

June 14, 1996

To: Tarrant County Clerk

From: Janet Bloomfield, President
Snug Harbor Condo Association
668 Harbor Drive
Azle, Tx 76020
(817)444-3297

I do hereby submit on behalf of all 17 Snug Harbor Condominium owners, signed statement by all owners attached; that paragraph number 33 "Right of first Refusal" be deleted from our Snug Harbor Condominium Enabling Declaration.

Signed: Janet Bloomfield

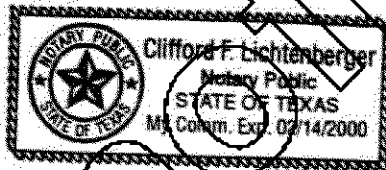
 President, Snug Harbor Condo Association

Notary:



My commission expires

2-14-00



SNUG HARBOR CONDOS
620-684 HARBOR DR.
AZLE, TX 76020

MAY 17, 1996

I/WE OWNERS OF CONDO HOMES LISTED BELOW DO HEREBY VOTE TO DELETE PARAGRAPH 33 OF THE ENABLING DECLARATION COMMONLY KNOWN AS THE "RIGHT OF FIRST REFUSAL". I/WE UNDERSTAND THAT THIS ACTION HAS BEEN REQUESTED BY F.H.A. AND H.U.D. TO ELEMINATE ANY PARAGRAPH OR SECTION OF THE ENABLING DECLARATION THAT COULD BE INTERPRETED AS BEING DISCRIMINATORY IN NATURE.

ANN AHRENS, 620 HARBOR DR., Ann Ahrens

ART KENNEDY, 624 HARBOR DR., Art Kennedy

JERRY JOHNSON, 628 HARBOR DR., Jerry Johnson

TIM CLOTHIER, 632 HARBOR DR., Tim Clothier

SUSAN MCCUNE, 636 HARBOR DR., Susan McCune

TOM DECOOPMAN, JR., 640 HARBOR DR., Tom Decoopman, Jr.

GARY MOSLEY, 644 HARBOR DR., Gary Mosley

JAMES BENNETT, 648 HARBOR DR., James Bennett

TOM RICHEY, 652 HARBOR DR., Tom Richey

STEVIE EULENFIELD, 656 HARBOR DR., Stevie Eulenfeld

BILL/Alice HARDIN, 660 HARBOR DR., Alice Hardin / Diane Kramer

RUSSELL FOWLER, 664 HARBOR DR., Russell Fowler

JANET BLOOMFIELD, 668 HARBOR DR., Janet Bloomfield

MIKE SHIELDS, 672 HARBOR DR., Mike Shields

VERNON HATHAWAY, 676 HARBOR DR., Vernon Hathaway

JERRY FANNING, 680 HARBOR DR., Jerry Fanning

JIM LEONARD, 684 HARBOR DR., Jim Leonard

Bill and Alice Hardin are on a 6 month cross country USA vacation and will not reuturn until November of 1996; in their absence Diane Kramer, their sister-n-law is taking care of their Condo Business and will be signing this statement for compliance.

12403 1237

76020

INDEXED -- TARRANT COUNTY TEXAS
SUZANNE HENDERSON -- COUNTY CLERK
OFFICIAL RECEIPT

RECEIPT NO
196232058

REGISTER
DR96

REC'D-BY
T021316

PRINTED DATE TIME
06/21/96 09:37

INSTRUMENT FREED
D196118871 NO

INDEXED TIME
960621 09:37 CK 1658

TOTAL: DOCUMENTS: 01

F E E S: 11.00

By:

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

12408 1238

AMENDMENT OF RESTRICTIONS

SNUG HARBOR VILLAGE
AZLE, TEXAS 76020

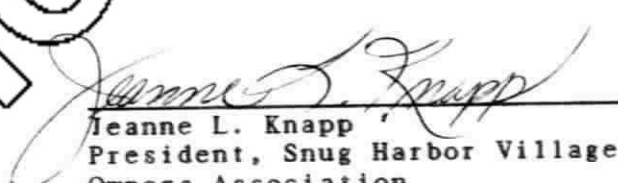
AMENDMENT TO PLAT RESTRICTIONS OF SNUG HARBOR VILLAGE, AZLE,
TEXAS AS RECORDED IN VOLUME 388, PAGE 78.

At the annual meeting of the Snug Harbor Village Owners
Association on May 23, 1993 the Association, by two thirds vote,
amended the restrictions and covenants as follows:

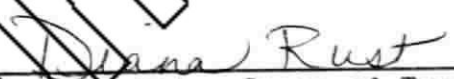
II RIGHT TO ENFORCE

(Addition)

In the event a dispute arises between the Association and a
Homeowner, then prior to the filing of a legal proceeding, the
party claiming the dispute shall notify the other party in
writing of the nature of the dispute and shall attempt to resolve
the issues, either through negotiations or formal mediation.
After a reasonable period of time of not less than forty five
(45) days, if the parties have not resolved the dispute, either
party may proceed with a lawsuit.


Jeanne L. Knapp
President, Snug Harbor Village
Owners Association

Signed under oath before me this 4th Day of April, 1994.


Diana Rust
Notary Public, State of Texas
My commission expires 4-29-95



11518 1731

11518

11518

AMENDMENT OF RESTRICTIONS

568 HARBOR VILLAGE
AZIE, TEXAS 76020

AMENDMENT TO RESTRICTIONS OF 568 HARBOR VILLAGE, AZIE,
TEXAS, RECORDED IN VOLUME 388, PAGE 78

At the annual meeting of the 568 Harbor Village Owners
Association on May 15, 1988, the Association, by two thirds vote,
amended the restrictions and covenants as follows:

II. RIGHT TO ENFORCE

(condition)

In the event a dispute arises between the Association and a
Homeowner, then prior to the filing of a legal proceeding, the
party claiming the dispute shall first attempt to resolve
the matter through mediation. After a reasonable period of time of not less than forty-five
(45) days, if the parties have not resolved the dispute either
party may proceed with a lawsuit.

Jeannie L. Knapp
President, 568 Harbor Village
Owners Association

Signed under oath before me this _____ day of April, 1988.

Notary Public, State of Texas
My commission expires _____

JEANNE KNAPP
568 HARBOR CR.
AZIE, TX 76020

D194078786
JEANNE KNAPP
568 HARBOR CR
AZLE, TX

76020

WARNING--THIS IS PART OF THE OFFICIAL RECORD--DO NOT DESTROY

INDEXED -- TARRANT COUNTY TEXAS
SUZANNE HENDERSON - COUNTY CLERK
OFFICIAL RECEIPT

TO: JEANNE KNAPP

RECEIPT NO
194189170

REGISTER
DR92

RECD BY
T000224

PRINTED DATE TIME
04/04/94 13:48

INSTRUMENT FEED
1 D194078786 WD

INDEXED TIME
940404 13:48 CA

TOTAL: DOCUMENTS: 01

F E E S: 9.00

B. V.

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

11518 1733