

**Bylaws**  
**Indian Harbor Owners Association, Inc.**

Order: JVBCMDCXD  
Address: 1628 S Chisholm Trl  
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INDIAN HARBOR  
OWNERS  
ASSOCIATION

**BY-LAWS**

Indian Harbor Owners Association  
801 West Apache Trail  
Granbury, TX 76048  
(817) 279-7007

[www.indianharbor.info](http://www.indianharbor.info)

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Indian Harbor Owners Association, Inc.  
Hood County, Texas  
A Texas Non-Profit Corporation

Adopted: August 21, 1982

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## **ARTICLE ONE**

### **OFFICES**

The principal office of the Corporation shall be located at Indian Harbor Subdivision, in the County of Hood, State of Texas. The Corporation may have such other offices as the Board of Directors may determine or as the affairs of the Corporation may require.

## **ARTICLE TWO**

### **DEFINITIONS**

The following words, when used in these By-Laws (unless the context may prohibit), shall have the following meanings:

1. "Association" and "Corporation" shall mean and refer to this non-profit Corporation.
2. "Subdivision" shall mean and refer to all that certain real estate and land, together with any improvements thereon, located in Indian Harbor Subdivision, Hood County, Texas.
3. "Recreation Area" shall mean and refer to certain portions of the Subdivision, together with any improvements thereon, which was conveyed to the Association by Indian Harbor, Inc. developer and declarant, by deeds dated April 27, 1976, and May 20, 1976, recorded in Volume 253, page 439, Deed Records of Hood County, Texas, to wit: Clubhouse, swimming pools, tennis courts, marina, park and picnic areas, parking areas, camper areas, stables and maintenance shop or shops.
4. "Facilities" shall mean and refer to streets, roads, common ground and other private ways, fences, gates, fire, maintenance and security equipment and structures used to house and maintain such equipment and associated real estate.
5. "Lot" shall mean and refer to each numbered lot shown on the recorded plats of the Subdivision and to any plot of land shown upon any future recorded map or plat of the Subdivision or any part thereof.
6. "Residential Lot" shall mean and refer to all lots shown on the recorded plats of Indian Harbor Subdivision, Hood County, Texas and to any plot of land shown upon any future recorded map or plat of the Subdivision, or any part thereof, with the

exception of the Recreational Areas and Facilities as heretofore defined, the permissible use of which is limited by restrictive covenants to residential use.

Specifically, by Phase within this Subdivision, all residential lots are limited to “single family residential purposes only, and no building shall be erected or maintained on any residential lot in said Subdivision other than a private residence, a private boathouse, and a private garage for the sole use of the owner or occupant,” with exceptions to restrictions noted below.

- Phases 1,2,3,4,5,6,7, &8.....all single family lots\*
  - Phase 9.....all single-family lots, temporary camper.
  - Phase 10.....all single family lots.
  - Phase 11.....all single family lots except lots 963 thru 973 which are limited to (2) units per lot or three units per lot if adjacent lots are purchased.
  - Phase 12,13,14,15,16, &17.....all single-family lots.
  - Phase 18.....all single-family lots, temporary camper.
- \*Some lots in Phase 4 are temporary camper.

- 7. “Multi-family lot” shall mean and refer to any plot of land shown upon any Subdivision map or plat of the property or any part thereof of Indian Harbor Subdivision, Hood County, Texas, for which the applicable restrictions permit the use thereof for the erection of duplexes or multi-family housing.
- 8. “Owner” shall mean and refer to the recorded owner or purchaser under a Contract of Sale, whether one or more persons or entities, of the fee simple title to any lot(s) situated within the Subdivision, and also to the recorded owner of the fee simple title to any unplotted parts of the Subdivision; but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee of any lot or part unless and until such mortgagee has acquired title to said lot or part pursuant to foreclosure or any proceeding in lieu of foreclosure.

“Renters, Tenants and Lessees” are residents but shall not be considered owners. Landlords are required to make application for approval as Associate Members of the Association for their renters and tenants, and after approval, the renter, tenant or lessee shall be subject to special rules, regulations and charges as approved by the Board of Directors. These charges will be applied even though regular membership assessments are paid by the owner of the property being rented or leased.

- 9. “Member in good standing” shall mean and refer to an owner, as defined in 8 above, who is paid up current on all assessments or other charges owed to this Association, and who is not in violation of any restrictions or covenants, as recorded, and who is not in violation of any By-Laws of this Association.

10. "Guest(s)" shall mean and refer to person(s) who is not an owner, renter, tenant, or lessee of property in this Subdivision but is in the Subdivision at the invitation of and in anticipation of receiving hospitality at the home of an owner, renter, tenant, or lessee who is in good standing. Members of the immediate family of an owner are not guests and are entitled to receive auto stickers to enter on the property owner's side of the entry gate. Members of the immediate family will be defined as Mother, Father, Daughters, or Sons. An owner, renter, tenant, or lessee is responsible for the conduct and actions of their guest(s).

**ARTICLE THREE**

**RESPONSIBILITIES OF CORPORATION-IN GENERAL**

Section 1. Declaration of Covenants and Restrictions Binding on Corporation.

The Declaration of Restrictions executed by the developer, Indian Harbor, Inc., and filed of record, are binding on this Corporation and upon the members thereof. This Corporation and its members shall be governed by all the terms of such Declaration of Restrictions as therein permitted and hereafter filed for record covering the Subdivision or any part thereof.

Section 2. Functions of Corporation - In General.

This Corporation shall have, exercise, and enjoy all the rights, privileges, and remedies, and shall perform all the functions and duties assigned to, delegated to, granted to, and required of it by the terms and provisions of said Declaration of Restrictions, and all further rights and powers as may be appropriate under its Articles of Incorporation and by these By-Laws.

**ARTICLE FOUR**

**OWNERSHIP, MAINTENANCE, MANAGEMENT, CONTROL, AND USE OF RECREATIONAL AREAS AND FACILITIES.**

Section 1. Ownership, Maintenance, Management, and Control.

This Corporation, by and through its Board of Directors, has the sole responsibility of the ownership, maintenance, management, control, and improvement, of all recreational

areas and facilities located in this Subdivision and enforcing the Restrictions and Covenants as filed for record by Declarant. The funds for such purposes shall be secured by the Corporation from assessments as hereinafter provided; and it is further provided that this Corporation may establish and collect additional charges, other than assessments, for services provided to its members. The Corporation may also establish special charges to be paid by renters, tenants, and lessees for use of the Recreational Areas and Facilities. In addition, the Corporation may require renters, tenants, and lessees, as a condition for becoming an Associate Member of this Association, to make a cash security deposit of a reasonable amount to insure payment of debts due the Corporation that may be, or may have been, incurred by said renter, tenant, or lessee. Such cash deposits will be held in escrow by the Corporation.

#### Section 2. Control of Recreational Areas and Facilities.

For effective control, such Rules and Regulations as may be necessary for the orderly use, management, and preservation of said Recreational Areas and Facilities including, but not limited to, Rules and Regulations concerning the rights and privileges of members, guests of members, renters, tenants, and lessees shall be made by the Board of Directors of this Corporation.

#### Section 3. Use of Recreational Areas and Facilities.

Except as otherwise provided, the use and enjoyment of the Association Recreational Areas and Facilities is limited to those persons or entities who are members in good standing of this Association and their respective immediate families and their guests. Associate Members may be permitted use of the Recreational Areas and Facilities subject to special conditions as set forth in these By-Laws.

#### Section 4. Services Provided by Corporation.

This Corporation shall provide to its members fire, security and related services, including, but not limited to, construction and maintenance of streets and roads, a community center, pool facilities, tennis courts, a marina, security patrol, and common grounds areas. At such time or times that members petition that additional service or services be provided or made available to its members, the Board of Directors shall investigate the cost of such service or services and so inform the members of such cost. If additional assessments would be required, the cost per member would be established and the members would then vote on the increase in assessments, and if approved by a majority of the members present, or by absentee ballot, or proxy the Board of Directors must then take the steps necessary to provide such service or services.

## **ARTICLE FIVE**

### **MEMBERS AND VOTING RIGHTS**

#### **Section 1. Requirements for Membership.**

Every person or entity who is a recorded owner of a fee simple interest in any lot, as herein defined, shall become a member of the Association and must remain a member of said Association, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. It is further provided that the Board of Directors make and enforce, at its discretion, Rules and Regulations governing the rights and privileges of multiple owners of a lot or imposing an additional assessment fee to allow such multiple members to have and enjoy the rights and privileges of membership. The rights and privileges of an owner are non-transferable.

#### **Section 2. Voting Rights of Members.**

A property owner may not cast more than one vote, regardless of the number of lots the person owns. If more than one person owns an interest in a lot, the owners may only cast only one vote for that lot. A person may not vote if the person has an interest in a lot by virtue of being a lien holder. Owners of lots not subject to assessments shall not be granted a vote for such lot.

#### **Section 3. Conditions**

Associate Members, renters, tenants, and lessees shall not be granted the right to vote.

## **ARTICLE SIX**

### **MEETINGS OF MEMBERS**

#### **Section 1. Annual Meeting of Members.**

An annual meeting of the members shall be held on the third Saturday of the month of August of each year, to commence at an hour to be set by the Board of Directors, for the transaction of such business as may come before the meeting. If the day and date set for the annual meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding Saturday. If the board fails to call an annual meeting, an owner may demand an election meeting and, if the board again fails to call the meeting,

three or more owners may form an election committee and, subject to certain procedural requirements, cause an election meeting to be held.

## Section 2. Special Meetings.

Special meetings of the members may be called by the Board of Directors or by members comprising not less than one-tenth (1/10) of the total qualified votes outstanding as defined in Article Five, Sections 2 and 3.

## Section 3. Notice of Meetings.

Written or printed notice stating the day, date, hour and place of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers, or the members calling the meeting. In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice shall be deemed to be delivered when deposited with the United States Postal Service with postage thereon paid, addressed to the member at his address as it appears on the records of the Corporation. All notices required to be given under these By-Laws may be waived in writing by the person or entity entitled to receive such notice.

## Section 4. Place of Meeting.

The Board of Directors may designate any place as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting is otherwise called, the place of meeting shall be the Community Center (Clubhouse) at Indian Harbor Subdivision, Hood County, Texas; but if all of the members shall meet at any time and place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

## Section 5. Informal Action by Members.

Any action required by law to be taken at a meeting of the members (Section 1, above), or any action which may be taken at a meeting of the members (Section 2, above) may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.

## Section 6. Quorum.

The members holding ten percent (10%) of the total qualified votes of the Corporation shall constitute a quorum at a meeting. Electronic and absentee ballots count toward the quorum only on matters listed on the ballot, and do not count at all if the ballot item is modified at the meeting prior to the vote. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

## Section 7. Absentee Ballot

At any meeting of members, a member may vote by Absentee Ballot if he or she cannot be in attendance at the meeting. Absentee Ballots will be made available at the Association Office and will be included with Notice of Meetings (See Article Six, Section 3). A member's vote in an Owner's wide vote must be in writing and signed by the member, except for uncontested elections. An electronic ballot is deemed to be in writing and signed.

The date the Absentee Ballot is due in the Association Office will be set to conform to the meeting date. Absentee Ballots will be counted at the meeting after all ballots are cast.

A nomination taken from the floor in an election of directors is not considered an amendment to the proposal for the election

## Section 8. Electing Directors.

When Directors are to be elected by members, such election will be conducted by mail in such manner as the Board of Directors shall determine.

## Section 9. Procedures for Electing Directors.

- A. No less than (60) days before the annual meeting an announcement will state the final date that a candidate's name can be accepted for placement on the ballot for the current election
- B. At least thirty (30) days before the annual meeting, the Board shall announce to the membership by mail the names of the candidates.

- C. The membership shall then vote, by secret ballot, for the candidates of their choice. The Board of Directors shall make secret ballots available to all members, both Absentees and those voting at the Association Office.
- D. The three (3) candidates receiving the most votes shall be declared elected for a three (3) year term. The candidates receiving the next highest number of votes, taken in descending order, shall be appointed by the Board of Directors to serve the unexpired term of any directorship which may become vacant by virtue of death, resignation, or disability, provided, however, that the Board of Directors does not exceed the number of nine (9) by such appointment.
- E. The Board of Directors shall also appoint, at least sixty (60) days prior to the annual meeting, an Election Committee of five (5) members who shall be non-board members. Such committee shall count all ballots cast for Directors and/or Resolutions and certify in writing to the Corporate Secretary the results of the election. A person who is running for election or is the subject of a vote (and that person's close relatives) cannot have access to ballots for the election or vote, only the vote tabulators (or those allowed to recount under Texas Property Code 209.0057) can have access to ballots (effective 9/1/2011).
- F. In the event that less than three (3) members are candidates for the Board of Directors, then the Board may appoint the Directors necessary to fill the required nine (9) member Board, and such appointments shall be for the balance of the current fiscal year or until his successor shall have been nominated and elected.
- G. If there are uncontested elections (e.g., 3 candidates to fill 3 openings) the Board can elect to forego a formal election. The candidates will automatically be elected at the annual meeting.
- H. A recount of an election must be conducted if requested by an owner (effective 1/1/2012).
- The request must be in writing by certified mail, return receipt requested, or other USPS confirmation service or in person to the Association's managing agent within 15 days after the date of the election.
  - The request must be either:
    1. mailed to the Association mailing address as listed on the latest management certificate; or
    2. delivered in person to the managing agent or the address designated for return absentee ballots.
  - Costs of the recount will be borne by the requesting owner, including the required non-member to do the recount, unless the recount changes the results of the election. The recount must be conducted by:
    1. a current or former

- a. county judge;
  - b. county elections administrator;
  - c. justice of the peace
  - d. county voter registrar or
2. a person agreed on by the Association and persons requesting the recount.
- Recounts must be completed within 30 days of the owner's request. The board may continue to act in the meantime.

## ARTICLE SEVEN

### BOARD OF DIRECTORS

#### Section 1. General Powers

The affairs of the Corporation shall be managed by its Board of Directors.

#### Section 2. Number, Tenure, Qualifications.

The number of Directors shall be nine (9) and shall be divided into staggered groups of three (3), each group to serve three (3) year terms. Each director shall hold office for the designated term, effective immediately following the annual meeting, and until his successor shall have been elected and qualified. Three (3) Directors shall be elected annually, each of whom shall serve a term of three (3) years.

Having rental properties shall not disqualify a person from serving on the Board of Directors or Road Committee, providing they meet all other qualifications.

No member shall be eligible to be elected or appointed to the board if they have been convicted of a felony or crime involving "Moral Turpitude (effective 9/1/2011). Any person serving on the Board of Directors must be a recorded owner of property and remain a property owner of this Association during their entire tenure.

Any one or more of the Directors may be removed, with just cause, at any time by resolution of the Directors at any meeting of the Directors called for that purpose; or by a majority vote of a quorum present at any general meeting of the members; or at a special meeting of the members called for that purpose. The cause for removal must be stated by the Directors or members and recorded in the minutes to be a permanent record of the Association. Only when a Director is removed by a resolution of the Directors, will they be required to use just cause as is defined below:

1. Misappropriation of Association funds and property.
2. Committing acts for personal gain.
3. Violating or not enforcing the recorded Restrictions and Covenants or By-Laws.

4. Director is not a recorded Owner.
5. Absent from three (3) consecutive regularly scheduled meeting of the Board.

If the Board is presented with written, documented evidence that a director has been convicted of a felony or crime involving “moral turpitude” not more than 20 years before the date the Board is presented with the evidence such evidence is reason for immediate removal from the board and prohibited from future service (effective 9/1/2011).

### Section 3. Regular Meetings.

A regular annual meeting of the Board of Directors shall be held, without other notice than these By-Laws, immediately after and at the same place as the annual meeting of the members. The Board of Directors must provide by written notice the time and place for holding of additional regular meetings of the Board.

### Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding such meeting of the Board called by them.

### Section 5. Notice.

Notice of any special meeting of the Board of Directors shall be given at least seventy two (72) hours previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Postal Service mail in a sealed envelope so addressed with postage thereon prepaid. If notice is given by telegram such notice shall be deemed delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice to such meeting, except when a Director attends that meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

### Open Board Meetings (effective 1/1/2012)

Board meetings (regular and Special) must be open to owners, with some exceptions.

- The board has the right to adjourn an open board meeting and reconvene in a closed executive session for certain issues as follows: personnel matters; litigation; contract negotiations; enforcement actions; confidential attorney communications; matters involving the invasion of owner’s privacy; or; matters involving parties who have requested confidentiality and the board has agreed to honor that request.

- Decisions made in executive sessions must be summarized orally in general terms, including any expenditures approved, and recorded in the minutes
- Boards must keep written minutes as record of each regular and special meeting and give owners access to approved minutes.
- Boards must give members notice of upcoming board meetings (regular and special), including the date, hour, place, and general subject of issues to be brought up in executive session.
- The Board's notice of meeting must be either:
  1. mailed to owners at least 10 days beforehand; or
  2. provided at least 72 hours before meeting: (a) being posted notice in a conspicuous location, either in a common area or on a Association website; and (b) being e-mailed to all owners who have registered their e-mail address to the Association office.
- An owner has a duty to register and keep his e-mail address updated with the Association.
- Allowances are made for certain recessed board meetings to be continued the next day without notice.
- Board meeting notice is not required if:
  1. The board meets by telephone or electronically in any alternate manner whereby all directors may speak and be heard by all other directors:
    - Routine or administrative matters, or
    - An action is necessary to address an urgent or emergency situation that requires immediate action.
- The right of a board to meet and vote without prior notice to the members does not apply to the following matters:
  1. fines
  2. damage assessments
  3. initiation of foreclosure actions or enforcement actions
  4. increase in assessments
  5. levying special assessments
  6. appeals from denials of architectural control approval
  7. suspending rights of an owner before the owner has an opportunity to appear before the board
- Actions taken without prior meeting notice must be summarized orally, including any actual or estimated expenditure approved, documented in the minutes of the next regular or special meeting.

## Section 6. Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are

present at said meeting, a majority of the Directors present may adjourn the meeting without further notice.

A board meeting may be held by electronic or telephonic means provided that:

1. All directors may hear and be heard by every other director; and
2. Except for any portion of the meeting conducted in executive session, all owners in attendance at the meeting may hear all directors.

Except as provided by this subsection, a board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners under subsection (e), if each director is given a reasonable opportunity to express the director's opinion to all other directors and to vote.

#### Section 7. Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or these By-Laws.

#### Section 8. Vacancies

A vacancy on the Board of Directors, after the number of Directors is below the number of nine (9), must be filled by the Board of Directors by appointment thereto for the unexpired term provided however, that the Director being appointed has received no less than 51% of the votes cast for the Director receiving the most votes in the last general election and also that the unexpired term to be filled is no less than six (6) months.

#### Section 9. Compensation

Directors as such shall not receive any stated salaries for their services; but by resolution of the Board of Directors, a fixed sum and expenses, if any, for attendance may be allowed for such attendance at each regular or special meeting of the Board.

#### Section 10. Informal Action by Directors.

Any action required by law or by these By-Laws to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

## **ARTICLE EIGHT**

### **OFFICERS**

Order: JVBCMDCXD  
Address: 1628 S Chisholm Trl  
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## Section 1. Officers

The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it deems desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person except for the offices of President and Secretary.

## Section 2. Election and Term of Office

The officers of the Corporation shall be elected each year by the Board of Directors at the regular annual meeting of the Board of Directors. All officers must be members of the Board of Directors. If the election of officers shall not have been held at such meeting, the officers may be elected at any subsequent meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

## Section 3. Removal of Officers from Office.

Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

## Section 4. Vacancies

A vacancy in any office because of death, resignation or disability may be filled by the Board of Directors only for the unexpired term. Directors may not be appointed for expired terms (effective 1/1/2012).

## Section 5. The President

The President shall be the Executive Officer of the Corporation and shall have the following duties and responsibilities.

- A. Supervise the day-to-day business of the Corporation.
- B. Enforce and uphold the decisions and directions of the Board of Directors.
- C. Preside, whenever possible, over all Board of Director and Association Members meetings.
- D. Attend, when possible, meetings of other committees.

- E. Sign, with at least one other officer of the Corporation designated by the Board of Directors, all legal instruments which have been specifically authorized by the Board of Directors, or if required the membership of the Corporation.
- F. Perform all other duties incident to the office of President, as contained in Roberts Rules of Order, or described by the Board of Directors.

#### Section 6. Vice President

In the absence of the President or in the event of his inability or refusal to act, the Vice President (or, in the event there is more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President; and when so acting shall have all the powers of, and be subject to all restrictions of, the President. A Vice President shall perform such other duties as may be assigned to him, from time to time, by the President or by the Board of Directors.

#### Section 7. Secretary

The Secretary shall, in general:

- A. Record and maintain the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose.
- B. See that all notices are duly given in accordance with these By-Laws or as required by law.
- C. Be Custodian of the Corporation records and of the Seal of the Corporation and see that such Seal is affixed to all documents, the execution of which on behalf of the Corporation is hereby authorized in accordance with the provisions of these By-Laws.
- D. Keep a register of the post office address of each member which shall be furnished to the Secretary by such member.
- E. Perform all other duties incident to the office of Secretary or as may be assigned to him, from time to time, by the President or by the Board of Directors.

#### Section 8. Treasurer.

If required by the Board of Directors, the Treasurer shall give a bond in such sum and with such surety or sureties as the Board of Directors may determine for the faithful discharge of duties by the Treasurer. The Treasurer shall, in general:

- A. Have charge and custody of and be responsible for funds and securities of the Corporation.
- B. Receive and give receipts for monies due and payable to the Corporation from any source whatsoever.
- C. Deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article Ten of these By-Laws.

D. Perform all other duties incident to the office of Treasurer or as may be assigned to him, from time to time, by the President or by the Board of Directors.

Section 9. Assistant Secretaries and Assistant Treasurers.

The Assistant Secretaries and the Assistant Treasurers shall, in general, perform such duties as may be assigned to them by the Secretary or the Treasurer or by the President or the Board of Directors. If required by the Board of Directors, the Assistant Treasurers shall give bonds in such sums and with such surety or sureties as the Board of Directors may determine as necessary for the faithful discharge of their duties.

**ARTICLE NINE**

**COMMITTEES**

Section 1. Committees

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees. Except as otherwise provided in such resolution, members of such committee(s) must be members of the Corporation and the Chairman of such committee must be a member of the Board of Directors. The President of the Board may appoint the members of the committee(s) subject to the approval of the Board at its next meeting; provided, however, that any committee that is given the authority of the Board of Directors in the management of the Corporation must have its members appointed by the Board of Directors and must consist of two or more Directors; provided, further, that no such committee shall have authority of the Board of Directors in reference to electing, appointing, or removing any member of such committee or any Director or officer of the Corporation; amending the Articles of Incorporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not act to relieve the Board of Directors or any individual Director of any responsibility imposed upon it or him by law.

Section 2. Architectural Control Committee.

There shall be an Architectural Control Committee. The duties and responsibilities of this committee shall include, but not be limited to, the following:

- A. Exercise the functions assigned to the Declarant or the committee in the Declaration of Restrictions with regard to the review and approval or rejection of proposed construction or alteration plans, site plans, and location of improvements by property owners. This committee may consist of as many persons as are designated by the Board, but not less than three (3), but the members shall not be entitled to compensation for services performed pursuant to this section.
- B. Establish rules to assure that the erection of buildings, exterior additions, and exterior alterations to any buildings situated on the property or erection of, or changes of, additions in fences, hedges, walls, or other structures may be commenced only after detailed, written plans and specifications showing the nature, kind, shape, height, and materials and location of same shall have been submitted to and approved in writing by the Architectural Control Committee.
- C. The committee shall have the power to make variations, alterations, and other changes so long as said variations, alterations, and changes are not in conflict with the protective covenants of record affecting property as to any one or more of the lots and provided it is accomplished for the mutual benefit of the particular owner and of the surrounding building site owners.
- D. This committee shall make and publish, after Board of Directors approval, specific condensed (from Restrictions filed of record) guidelines for each Phase of the Subdivision concerning minimum floor space, type of structure, and type of materials permitted for use.
- E. Additionally this committee shall make and publish, after Board of Directors approval, rules and requirements including but not limited to:
  - (1) The payment to the Corporation of a reasonable construction fee by the owner or contractor, such amount to be set at the beginning of each new fiscal year of the Corporation.
  - (2) Requiring a sign to be displayed at the building site giving the name of the owner, lot and Phase number, name of contractor, if any, date plans were approved, and date work begun. Sign must be kept displayed and visible until work has been completed.
  - (3) Requiring a cash deposit to be made by an owner or transportation contractor of mobile homes or other large transportable structures or equipment planned to be brought into, or moved within, this Subdivision.

Section 3. Road Committee.

There shall be a Road Committee. The makeup, duties and responsibilities shall be as follow:

- A. The Road Committee will consist of seven voting members. Six members shall be elected on a staggered basis by the membership at the Annual Membership Meeting. Two members will be elected each year to serve a term of three years. The seventh member shall be a member of the Board of Directors appointed by the Board to serve for one year. In the event that there are less than two nominees for the Road Committee in any election, the vacant position shall be appointed by the Road Committee. Any Committee member missing three consecutive meetings shall be deemed to have resigned. Should a vacancy in the Road Committee occur that reduces the number of members to less than six, the Road Committee shall appoint a new member to fill the remaining term of the vacated member position.
- B. The Road Committee shall be responsible for the formulation and implementation of short and long range plans for the maintenance, repair and rebuilding of all roadways and associated roadway drainage systems owned by Indian Harbor Owners Association, Inc. The Road Committee is delegated the authority to manage the Road Fund monies, set standards for roadway and drainage work and execute contracts for roadway and drainage projects.
- C. The Road Committee activity shall be funded by a Road Fund assessment on a per lot basis that has been approved by a majority vote of the membership. The monies shall be maintained in separate account(s) from other funds of the Association for the exclusive use of the Road Committee. Checks drawn on the Road Fund Account(s) shall be signed by at least two members of the Road Committee.
- D. The Road Committee shall present a report at the Annual Membership Meeting outlining the condition of the roads, work accomplished during the year, financial status of the Road Fund Account(s), and plans for the next year.

#### Section 4. Term of Office.

Each member of a committee shall continue as such until the next annual meeting of the members of the Corporation and until his successor is appointed, unless the committee shall be terminated sooner, or unless such member is removed from such committee, or unless such member shall cease to qualify as a member thereof.

#### Section 5. Vacancies.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

#### Section 6. Rules of Procedure.

Each committee may adopt rules for its own procedures not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

## **ARTICLE TEN**

### **CONTRACTS, CHECKS, DEPOSITS, FUNDS**

#### Section 1. Contracts.

The Board of Directors may authorize any officer, agent, or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. No Director, officer, member, employee, or agent of the Corporation is authorized to execute contracts or commit any expenditure of funds without such authorization. No sale, disposition, mortgage, or pledge as security for a loan or other indebtedness of the “Recreational Areas” or “Facilities,” as herein defined, shall be made unless such action has been authorized by an affirmative, written vote of at least sixty-seven percent (67%) of the total number of voting members of the Corporation present, or by Absentee Ballot, at any meeting held under the terms hereof at which a quorum is present.

#### Section 2. Leases.

The Board of Directors may negotiate and contract with a member or members of the Association for the purpose of securing a lease on the restaurant and bar areas of the Community Center at 747 Apache Circle.

#### Section 3. 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 Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall be determined, from time to time, by resolution of the Board of Directors. In the absence of such determination by the Board, such instruments may be signed by the Treasurer, or an Assistant Treasurer, and countersigned by the President or a Vice President of the Corporation.

#### Section 4. Deposits.

All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may designate.

Section 5. Gifts.

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purpose or purposes, or for any special purpose, inuring to the Corporation.

**ARTICLE ELEVEN**

**MEMBERSHIP CARDS**

The Board of Directors may provide for the issuance of membership cards evidencing membership in the Association. The card may be in such form as determined by the Board. Such cards shall be numbered, and the name and address of the member and the date of issuance of the card shall be entered on the records of the Corporation. If any card should become lost, mutilated, or destroyed, a new card may be issued upon such terms and conditions as the Board of Directors may establish.

**ARTICLE TWELVE**

**BOOKS AND RECORDS**

Section 1. Books and Records.

The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of proceedings of its members, of the Board of Directors, and shall keep at the registered or principal office of the Corporation a record listing the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member in good standing, or his agent or his attorney, for any proper purpose at any reasonable time.

Section 2. Accountants.

The Board of Directors shall engage an independent Certified Public Accountant each year to examine the annual financial statements of the Corporation and make a written report thereof to be delivered within ninety (90) days after the close of the fiscal year of the Corporation.

Section 3. Record Retention.

The Association has a record retention policy as follows:

Financial Records	7 years
Account Records of current Owners	5 years
Contracts for terms of 1 year or more	4 years after expiration
Minutes of Board and Owner meetings	7 years
Tax Returns and audits	7 years
Governing documents	Permanently

**ARTICLE THIRTEEN**

**FISCAL YEAR**

The fiscal year for the Corporation shall begin on the first day of July and end on the last day of June of each year.

**ARTICLE FOURTEEN**

**ASSESSMENTS AND CHARGES**

Section 1. Purpose of Assessments and Charges.

The annual assessments and other charges established and collected by the Association from its members and Associate Members shall be used:

- A. For carrying out the purpose or purposes of the Corporation as stated in its Articles of Incorporation, as amended.
- B. For the purpose of management, administration, maintenance, and improvement of the Recreational Areas and Facilities as defined by these By-Laws.
- C. For the payment of taxes and insurance covering property and employee personnel of the Corporation.
- D. For the expenses of administering and enforcing the Declaration of Restrictions, filed of record.
- E. For the cost of labor, equipment, materials, supervision, and management incident to repair, replace, or additions to Recreational Areas and Facilities as defined in these By-Laws.

Section 2. Basis and Maximum of Annual Assessments.

The basis for establishing the amount of the annual assessments shall be the monetary needs required by the Board of Directors to properly discharge its responsibilities in carrying out the purposes of the Corporation as stated in its Articles of Incorporation, as amended, and restated in these By-Laws. The current annual assessments (which constitutes the current maximum) may be increased by a majority vote of a quorum present, or represented by Absentee Ballot, at a meeting of the members of the Corporation; and if an increase is approved and so voted, in writing, the new amount becomes the current maximum. The Board of Directors may, after considering the current maintenance costs of the Recreational Areas and Facilities and future needs of the Corporation, establish the actual annual assessments for any year at a lesser amount, or the Board of Directors may set no assessments whatsoever for any fiscal year, depending upon the needs of the Corporation. The annual assessments shall be directed to and payable by the owners of lots and shall be on a uniform per-lot basis. The owner of a condominium unit shall be assessed as if he were the owner of a "Residential Lot," as defined in Article Two of these By-Laws. The owner of a "Multifamily Lot" shall be assessed as if he were the owner of a "Residential Lot" so long as his property is unimproved. From and after the time a structure, or structures, has (have) been completed on a "Multifamily Lot," the owner shall be assessed as if each living unit contained in such structure, or structures, was (were) a separate "Residential Lot," whether or not said living units have been rented, leased, or sold, and without regard to whether such units are occupied.

The Board of Directors may also set, levy, and collect charges for services to members not ordinarily required or performed for all members equally; and may set, levy, and collect penalties for violations of Declarations of Restrictions or of Association By-Laws, Rules and Regulations.

### Section 3. Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall begin on the date (which shall be the first day of the month) fixed by the Board of Directors of the Corporation to be the commencement and shall be payable monthly in advance; provided, however, that the Board of Directors may permit payment in advance of an annual, semiannual, or quarterly basis with or without discount for such advance payment.

### Section 4. Duties of the Board of Directors.

The Board of Directors shall set a date of commencement and the amount of the assessments, if any is so fixed, at least thirty (30) days in advance of such commencement date and shall, at that time, prepare a roster of the properties and the dues applicable thereto, which roster shall be kept in the office of the Corporation and shall be open for inspection by any member. Written notice of any change in assessments shall be sent to every owner member subject thereto. The Corporation shall, upon demand at any

time, furnish to any member liable for said assessments, or to any first mortgage holder of any properties liable for said assessments, a certificate in writing signed by an officer of the Corporation, setting forth whether said duties have been paid. Such certificate shall be conclusive evidence of payment or non-payment of any assessments stated therein.

Section 5. Effect of Non-Payment of Assessments, Charges, and Penalties; the Personal Obligation of the Owner; the Lien; Remedies of the Corporation.

- A. If the assessments, charges, and penalties are not paid on the date when due, then such assessments, charges, and penalties shall be declared delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, and all other charges, penalties, or monies owed to the Corporation by said owner(s) thereupon become a continuing lien upon the lot(s) assessed which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.
- B. If the dues, charges, and penalties are not paid within thirty (30) days from due date, the assessments, charges, and penalties shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Corporation may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property; and there shall be added to the amount of such delinquent assessments and charges the cost of preparing and filing such legal action. In the event a judgment is obtained, such judgment shall include interest on the assessment and charges, as above described, and a reasonable attorney's fee to be fixed by the court together with the cost of the action at court.
- C. In the event that the Corporation, through its Board of Directors, should elect to take title to any property by purchase at a Trustee's sale or otherwise, then in that event the Corporation shall also have the authority to sell the same subject to the approval of the Board and to all other provisions of these By-Laws and to all Restrictions and Covenants.

Section 5. Subordination of the Lien to the Mortgage.

The lien of this Corporation for any assessments, charges, or penalties, provided for herein, shall be subordinate to the lien of any duly recorded first mortgage or first deed of trust now or hereafter placed upon the property subject to assessments; provided, however, that such subordination shall apply only to the assessments, charges, and penalties which have become due and payable prior to the sale of any such property pursuant to a decree of foreclosure of any such mortgage or pursuant to a sale thereof under power of sale in any such deed of trust. Such sale shall not relieve the property

from liability for any assessments thereafter becoming due or from the lien or any such subsequent assessments, charges, and penalties.

## **ARTICLE FIFTEEN**

### **RULES AND REGULATIONS OF RECREATIONAL AREA**

#### Section 1. Rules of Conduct.

The Board of Directors shall make and publish Rules which shall establish acceptable standards of conduct which all members, their guests, renters, tenants, and lessees shall observe in or about the Recreational Areas.

#### Section 2. Regulations Governing Use.

The Board of Directors shall make and publish Regulations governing the use of the Recreational Areas and Facilities by members and their guests, renters, tenants, and lessees.

#### Section 3. Suspension for Violators.

Any member or Associate Member who violates any provision of the Rules and Regulations shall be subject to a penalty and suspension from membership, but with no reduction in monthly or annual assessments payable to the Corporation.

The Board will afford the alleged violator a hearing on the facts of the alleged violation and will consider the severity of the violation in setting the amount of the penalty, if there is any, and the duration of the suspension, if any. Such penalty may be paid in cash or may be charged to the lot assessment account of the member.

If the violator does not own a lot, then such penalty, if any, shall be charged to the lot of the parent, guardian, host, or landlord under the auspices of whom the violator was using the Recreation Areas and Facilities. Such penalties are subject to the lien provisions provided in Article Fourteen.

In the event any person receives three (3) or more notices of violations of the Rules and Regulations, then such person may be permanently barred by the Board of Directors from all rights and privileges for use of the Recreational Areas, but with no reduction in monthly or annual assessments.

## **ARTICLE SIXTEEN**

### **REGULATIONS TO PROTECT LIFE, HEALTH, AND PROPERTY**

#### **Section 1. Hunting and trapping.**

Hunting and trapping of birds and animals within this Subdivision is prohibited.

#### **Section 2. Fireworks.**

The discharge of fireworks within this Subdivision is prohibited except that the Board of Directors, by specific resolution, may permit the discharge of fireworks at the Community Center grounds provided that members of the Indian Harbor Volunteer Fire Department are present. And it is further provided, however, that all persons are totally responsible for their own safety in the handling and discharge of fireworks or as a bystander. The Association assumes no responsibility for any injury to persons or property even though the discharge of such fireworks has occurred on Association property.

#### **Section 3. Family Pets**

Family pets shall be limited to household pets. Large animals, such as horses, cows, etc., are prohibited. Chickens are prohibited. Owners of pets are responsible for current vaccination and tag identification for each of their animal pets. Dogs must be kept within a fence area or on a leash.

#### **Section 4. Lot Cleanliness.**

In accordance with the Restrictions filed of record by the Declarant, “the lot shall be kept clean and free of trash, garbage, and debris at all times...” and the right is reserved “to take over the care and maintenance of any lot that fails to conform to the standards outlined herein and to charge the care and maintenance of said lot to the owner.” Accordingly, the Board of Directors shall make and publish a schedule of fees chargeable to the owner of a lot at the time or times when the Corporation enforces the Restrictions stated above by removing trash, garbage and debris from a lot when the owner has failed to do so; and for taking over the care and maintenance of a lot when the owner has failed to do so. The fee shall be charged to the owners assessment account and shall become a lien against the property if not paid when due.

Section 5. Motor Powered/Self Propelled Vehicles

No person shall drive a motor-powered, self-propelled vehicle on the streets, roads, or private ways of this Subdivision unless such person shall have a valid operator's license or permit issued to him as defined by the laws of the State of Texas. Such operator must also be able to produce evidence of financial responsibility in accordance with the laws of the State of Texas.

Section 6. Speed Limits

No person shall drive a vehicle at a speed greater than is reasonable and prudent under the conditions then existing, and in no event in excess of the posted speed limit signs in the Subdivision.

Section 7. Motor Vehicles.

Motorbikes, motor scooters, motorcycles, and similar vehicles shall be driven only on streets and roads and not on the private property of others.

Section 8. Self propelled Vehicles.

No motor-powered, self-propelled vehicle may be operated within the Subdivision by an operator under the influence of alcohol or drugs.

Section 9. Violations of Regulations.

Any person who violates any provision of these Regulations shall be issued a notice by the Association naming the offense and be assessed a penalty as determined by a committee. The violator has the right to appeal of the Board of Directors the ruling of the committee. If the ruling of the committee is sustained by the Board, the penalty shall be charged to the assessment account of such violator. If the violator does not own a lot, then such penalty shall be assessed to the lot of the parent, guardian, or landlord of such violator. Such penalties are subject to the lien provisions provided in Article Fourteen.

In the even any person receives three (3) or more notices for offenses detailed in Sections 5,6,7,8, or 9, above, then such person may be prohibited from operating any motor vehicle within this Subdivision by resolution of the Board of Directors.

## **ARTICLE SEVENTEEN**

### **WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or by the By-Laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE EIGHTEEN**

### **AMENDMENTS TO BY-LAWS**

#### **Section 1. Amendments to By-Laws.**

These By-Laws may be amended, altered, or repealed and new By-Laws may be adopted by the vote of a majority of the members of the Association present or represented by Absentee Ballot, at any regular or special meeting of the members at which quorum is present; provided, however, that no proposal to amend, alter, repeal, and enact new By-Laws shall be entitled to be voted on at such meeting unless written notice of such proposal, hereinafter provided for, shall have been properly given to all members.

#### **Section 2. Notice.**

Written notice of proposals to amend, alter, repeal, and enact new By-Laws shall be given to the members at least thirty (30) and not more than fifty (50) days prior to the meeting of members at which the proposal is to be presented. Such notice shall state the substance of the proposed amendment(s), alteration(s), change(s), (or state same verbatim) and shall briefly state the reasons therefore.

#### **Section 3. Member Proposal.**

Any proposal to amend, alter, or change the By-Laws may be made by any member in good standing; provided, however, that such proposal must be submitted in writing to the Board of Directors and shall be accompanied by the written endorsement of at least one hundred (100) members in good standing (only one endorser per single or multiple lot owner will be recognized), at least sixty (60) days prior to the membership meeting at which the proposal is to be presented. It shall then become the duty of the Board to include notice of such proposal in the notice of the meeting given to all the members.

## **ARTICLE NINETEEN**

### **RULES FOR CONDUCTING ASSOCIATION MEETINGS.**

All official Association meetings at which the business of the Corporation is to be considered shall be conducted in accordance with accepted Roberts Rules of Order. It is further provided, however, that the Board of Directors may establish unofficial "Town Hall" type meetings open to all members for the purpose of an exchange of ideas.

## **ARTICLE TWENTY**

### **LANDLORDS, RENTERS, TENANTS AND LESSEES.**

#### **Section 1. Landlords.**

A property offered for rent or tenancy or occupancy by an owner thereof to a non-owner shall be limited to single-family occupancy by the Restrictions and Covenants and by these By-Laws governing Indian Harbor, unless such rental property is located on a multi-family lot, in which event occupancy shall be limited to a single-family per rental unit.

The landlord shall make application, in the name of the renter or tenant, to the Board of Directors for an Associate Membership in the Association. This approval shall not be withheld without good sufficient reason. After approval, the renter or tenant shall be assessed such dues as may be determined by the Board of Directors, but shall not be in excess of those charged to Association members. The landlord shall be responsible for the payment of these dues and assessments.

Leased or rented property and buildings are to be kept in good living conditions. Landlords are to provide garbage and trash disposal on a weekly basis for all of their rented property.

The owner shall rent only to persons who are of good moral character and who shall abide by the Rules and Regulations governing the use of Association property. An owner of property offered for rent or tenancy shall keep the Association Office informed as to the status and identity of the tenants in said rental property.

Failure to notify the Association Office, within five working days, when a property is rented or renters change or any other violation of the Covenants, Restrictions or By-Laws of this Association shall result in a penalty of between fifty dollars (\$50.00) and five

hundred dollars (\$500.00) per violation being assessed against the landlord of that property by the Board of Directors.

The owner of the property being rented or leased is responsible for any unpaid penalties, assessments or damage to Association property by their renter or lessee.

### Section 2. Renters and Tenants.

Renters and tenants shall have the right, subject to the Rules and Regulations applicable to renters and tenants, to travel to and from the Subdivision entrance and the rented residence using the “Facilities” and the “Recreational Areas” of this Association. The renter or tenant shall have all of the rights to the use of the facilities of the Association, and be governed by the same Rules and Regulations that are enjoyed by Association Members. The Associate Member dues shall not be applicable to members of the immediate family, defined as Mother, Father, Sons or Daughters. Proof of heirship will be required from the Associate Member at the time of registration.

All rights and privileges of renters or tenants may be suspended or revoked by the Board of Directors for any violation of any Restrictions, Covenants, By-Laws or Rules and Regulations of this Association. These suspensions or revocations are, however, subject to a hearing before the entire Board of Directors. After such hearing the Board may affirm the suspension or revocation or reinstate the Associate Member. The President of the Board shall inform the owner of the property being rented or leased as to the action of the Board.

### Section 3. Lessees.

A lessee shall be governed by the provision of Section 2, above, unless the lessee is also an owner of property in the Subdivision.

## **ARTICLE TWENTY-ONE**

### **COMPLIANCE WITH STATE LAW**

The Association is committed to complying with all provisions of federal and state laws applicable to it as a Texas non-profit corporation and a property owners association, as that term is defined in Texas Property Code Section 209.002(7). In the event any provision of the Association’s governing documents (including but not limited to Restrictions, By-Laws or Rules & Regulations) conflict with applicable law, the Association shall follow applicable law.

INDIAN HARBOR OWNER'S ASSOCIATION, INC.,  
a Texas nonprofit corporation,

/s/ Pat Hudson  
President Board of Directors  
Indian Harbor Owner's Association

STATE OF TEXAS     }  
COUNTY OF HOOD    }

This instrument was acknowledged before me on the 28th day of December, 2011 by Pat Hudson,  
President of INDIAN HARBOR OWNER'S ASSOCIATION, a Texas nonprofit corporation, on behalf of  
said corporation.

/s/ Jacalyn Denholm  
Notary Public, Hood County, Texas

Recorded December 28, 2011, Document Number: 2011-0013993

These By-laws have been amended as of 12/27/2011 to comply with Texas Property C

Order: JVBCMDCXD  
Address: 1628 S Chisholm Trl  
Order Date: 11-12-2021  
Document not for resale  
HomeWiseDocs

**INDIAN HARBOR OWNER'S ASSOCIATION, INC.,**  
a Texas nonprofit corporation,

**STATE OF TEXAS            }**  
**COUNTY OF HOOD         }**

**Certification of By-Laws**

We hereby attest to enactment of these By-Laws by vote of the Indian Harbor Owners at its Annual Meeting duly called and convened on the 15<sup>th</sup> day of August 2015. These By-Law changes were approved by the Board of Directors at the November 10, 2015 Open Board Meeting by a unanimous vote of the Directors present.

**/s/ Pat Hudson**  
**President Board of Directors**  
**Indian Harbor Owner's Association**

**/s/ Ruby Thiebaud**  
**Secretary Board of Directors**  
**Indian Harbor Owner's Association**

**BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared PAT HUDSON, President of INDIAN HARBOR OWNERS ASSOCIATION, INC., BOARD OF DIRECTORS, and RUBY THIEBAUD, Secretary of INDIAN HARBOR OWNERS ASSOCIATION, INC., BOARD OF DIRECTORS known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said INDIAN HARBOR, INC., a corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of November 2015.**

**/s/Jacalyn Denholm**  
**Notary Public, Hood County, Texas**

**Recorded November 16, 2015, Document Number: 2015-0012195**

Order: JVBCMDCXD  
Address: 1628 S Chisholm Trl  
Order Date: 11-12-2021  
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**INDIAN HARBOR OWNER'S ASSOCIATION, INC.,**  
a Texas nonprofit corporation,

**STATE OF TEXAS        }**  
**COUNTY OF HOOD       }**

**Certification of By-Laws**

We hereby attest to enactment of these By-Laws by vote of the Indian Harbor Owners at its Annual Meeting duly called and convened on the 19<sup>h</sup> day of August 2017.

**/s/ Pat Hudson**  
**President Board of Directors**  
**Indian Harbor Owner's Association**

**/s/ Kathy Hardee**  
**Secretary Board of Directors**  
**Indian Harbor Owner's Association**

**BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared PAT HUDSON, President of INDIAN HARBOR OWNERS ASSOCIATION, INC., BOARD OF DIRECTORS, and KATHY HARDEE, Secretary of INDIAN HARBOR OWNERS ASSOCIATION, INC., BOARD OF DIRECTORS known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said INDIAN HARBOR, INC., a corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5<sup>th</sup> day of September 2017.**

**/s/ Jacalyn Denholm**  
**Notary Public, Hood County, Texas**

**Recorded September 6, 2017, Document Number: 2017-0012147**