

Bylaws of Cypress Point Property Owners Association

A Texas Non-Profit
Corporation
(As Amended)

ARTICLE 1 **PURPOSE AND PARTIES**

- 1.1 This Amendment to the Bylaws of the Cypress Point Property Owners Association (“this Amendment”) is executed to be effective as of March 28, 2022, by the Board of Directors.
- 1.2 The purpose for which Cypress Point Property Owners Association (hereinafter referred to as “the Association”) is formed is to govern the patio home and townhome Subdivision known as Cypress Point, situated in the County of Hays, State of Texas, which property is described as Cypress Point Section I, according to the map or plat thereof recorded in Volume 3, Page 137, of the Plat Records of Hays County, Texas, Cypress Point Section IA, a re-subdivision of Cypress Point Section I according to the map or plat thereof recorded in Volume 4, Page 68, of the Plat Records of Hays County, Texas, and Cypress Point Section II, according to the map or plat thereof recorded in Volume 3, Page 75, of the Plat Records of Hays County, Texas, by providing for the maintenance, preservation and architectural control, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may be hereafter brought within the jurisdiction of this Association.
- 1.3 All present or future Owners, Tenants, future Tenants, or any other person who might use in any manner the facilities of the Subdivision are subject to any provisions and regulations set forth in these Bylaws. The mere ownership, acquisition, lease or rental of any Lot or the mere act of occupancy of any Lot or use of the Common Area for any purpose will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE 2

DEFINITIONS

- 2.1 **“Association”** shall mean and refer to Cypress Point Property Owners Association, a Texas non-profit corporation, and its successors and assigns.
- 2.2 **“Common Area”** shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, or over which the Association has rights and easements for maintenance.
- 2.3 **“Common Area Elements”** shall mean and refer to all real and personal property owned by the Association for the common use and enjoyment of the Owners, or over which the Association has rights and easements for maintenance.
- 2.4 **“Common Elements”** shall mean and refer to all elements in the Subdivision over which more than one person shares a common ownership and use.
- 2.5 **“Lot”** shall mean and refer to each designated Lot in the Subdivision and all improvements therein and thereon.
- 2.6 **“Majority of Members”** shall mean and refer to those voting Members comprising fifty-one percent (51%) or more of the Membership.
- 2.7 **“Member”** shall mean and refer to those persons entitled to Membership in the Association except that in matters of voting, establishing a quorum, assigning of proxies, and the transaction of any business of the Association, it shall mean and refer to those persons entitled to Membership in the Association whose voting rights may be exercised.
- 2.8 **“Owner”** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

- 2.9 **“Residence”** means a detached building designed for and used as a dwelling by a Single Family and constructed on one Lot in the Subdivision.
- 2.10 **“Single Family”** means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.
- 2.11 **“Subdivision”** shall mean and refer to that certain tract of property described in Article 1.2 herein.

ARTICLE 3

MEMBERSHIP, VOTING, QUORUM, AND PROXIES

- 3.1 **Membership.** Except as is otherwise provided in these Bylaws, ownership of a Lot is required in order to qualify for Membership in this Association. Any person on becoming an Owner shall automatically become a Member of this Association and be subject to these Bylaws. Such Membership shall terminate without any formal Association action whenever such Owner ceases to be an Owner, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and Membership in the Association, or impair any rights or remedies which the Owner has, either through the Board of Directors of the Association or directly against such former Owner and Member arising out of or in any way connected with ownership and Membership and the covenants and obligations incident thereto.
- 3.2 **Voting.** The Owner or Owners of each Lot shall be entitled to one (1) vote for each Lot so owned. In the case of joint ownership of any Lot, only one vote will be permitted for such Lot. Votes may be cast in person or by written proxy, by absentee ballot, by electronic ballot or by any method of representative or delegated voting provided by a dedicatory instrument governing the Association.
- 3.3 **Quorum.** A Majority of Members present in person, by proxy, by absentee ballot, or by electronic ballot, in accordance with this

section, or by any method of representative or delegated voting provided by a dedicatory instrument governing the Association, shall constitute a quorum. An absentee or electronic ballot may be counted as an owner present and voting for the purpose of establishing a quorum only for those items appearing on the ballot.

In the event a quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purposes shall follow the procedures outlined in Article 4.7.

- 3.4 **Proxies.** Votes may be cast in person or by written limited proxy. This allows an authorized person to cast a vote on one or more particular matters in a particular way.

ARTICLE 4 **ADMINISTRATION**

- 4.1 **Association Responsibilities.** The Owners will constitute the Membership of the Association which will have the responsibility of administering the Subdivision through a Board of Directors.
- 4.2 **Place of Meeting.** Meetings of the Association shall be held in Hays County, at such suitable date, time, and place, convenient to the Members, as the Board of Directors may determine.
- 4.3 **Annual Meetings.** The Annual Meetings of the Association shall be held the first Sunday of March each year. At such meeting there shall be elected by ballot of the Members the same number of Directors necessary to fill the vacancies created by the Directors whose terms are expiring. The Board Members may also transact other business of the Association as may properly come before them.
- 4.4 **Regular Meetings.** Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each calendar quarter.
- 4.5 **Special Meetings.** It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by a Majority of Members and

having been presented to the Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3rds) of the Members present, either in person or by proxy. Any such meetings shall be held within thirty (30) days after receipt by the President of such resolution or petition. If an Owner shall fail to give the Secretary his/her mailing address or e-mail address for such notices, all such notices may be sent to the Lot address of such Owner, and Owner shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such address irrespective of the actual receipt of the notices by Owner.

4.6 **Emergency Meetings and Routine Matters.** The Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without prior notice to owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting.

4.7 **Notice of Meetings.** It shall be the duty of the Secretary of the Association to send by U.S. First-class mail, e-mail and post in a common place. Notice of each annual, regular or special meeting to each Owner of record at least ten (10) days and no more than sixty (60) days prior to such meeting; or provided at least 144 hours before the start of a regular meeting and at least 72 hours before the start of a Special Board Meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served. Such notice shall state the date, time, place and purpose of the meeting.

4.8 **Meeting Format Protocol:**

- A. The Association's Rules of Order shall be followed at all Board meetings.
- B. Members may submit written comments pertaining to an agenda item by email to a Board Member by noon on the day before the meeting. Written comments will be part of the official written record

only.

- C. Members may sign up with the Secretary before the meeting begins and indicate the topic about which they wish to speak. They may speak at the beginning of the meeting or during the meeting when the agenda item is being presented. Comments will be limited to three (3) minutes.
- D. Speakers will refrain from comments about any Association Member including Board and Committee Members.

4.9 **Order of Business.** As may be applicable, the order of business at all meetings of the Members of the Association shall be as follows:

- A. Roll call and certifying proxies;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading and disposal of unapproved minutes;
- D. Reports of officers;
- E. Reports of committees;
- F. Election of directors;
- G. Unfinished business;
- H. New business; and
- I. Adjournment.

4.10 **Waiver of Notice.** Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that Director. Attendance by a Director of any meeting of the Board shall be deemed a waiver of notice by said Director of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.11 **Board of Directors' Quorum.** At all meetings of the Board of Directors, a majority of the number of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, if there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may not be transacted with further notice.

ARTICLE 5
BOARD OF DIRECTORS

- 5.1 **Numbers and Qualification.** The affairs of this Association shall be governed by a Board of Directors consisting of five (5) Members of the Association who shall govern the affairs of the Association until their successors have been duly elected and qualified.
- 5.2 **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential patio home and townhome subdivision.
- 5.3 **Other Powers and Duties.** Such powers and duties of the Board of Directors shall include, but not be limited to, the following, all of which shall be done for and on behalf of the Members of the Association:
- A. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the governing documents of the Association and supplements and amendments thereto.
 - B. To establish, make and enforce compliance with such reasonable Rules and Regulations as may be necessary for the operation, use and occupancy of the Subdivision with the right to amend same from time to time.
 - C. To designate, employ, pay, or contract with the personnel necessary for the maintenance and operation of Common Areas and other items heretofore stated.
 - D. To reasonably insure and keep insured all of the insurable Common Area Elements in a reasonable amount equal to the maximum replacement value. Further, to obtain and maintain comprehensive public liability insurance. To reasonably insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association. The limits and coverage shall be reviewed at intervals of not less than one (1) year and adjusted, if necessary.

- E. To prepare a budget for the Association, at least annually to determine the amount of charges payable by the Owners to meet expenses and to allocate and assess such amounts among the Owners according to these Bylaws; to decrease or increase the amount of Annual Assessments with approval of a vote of a Majority of Members up to the maximum amount allowed by the governing documents; to levy and collect Special Assessments whenever, in the opinion of the Board and if approved by the Members.
- F. To collect delinquent assessments and fines by suit or otherwise and to enjoin and seek damages from an Owner who may be in default as is provided in these Bylaws. To provide for and enforce a per diem late charge and to collect interest.
- G. In the discretion of the Board of Directors, to protect and defend the entire Subdivision from loss and damage by suit or otherwise.
- H. To borrow funds to pay for any expenditure or any outlay required pursuant to authority granted by the provisions of the governing documents, and to execute such instructions evidencing such indebtedness as the Board of Directors may deem necessary. Any indebtedness incurred by the Board of Directors shall be the joint and several obligation of the all of the Owners of the Lots in the Subdivision to be allocated amongst the Owners in proportion to each Owner's ownership percentage of the total number of Lots in the Subdivision. The Association shall indemnify the Board of Directors for any unpaid amounts, expenses, fees, or dues resulting from borrowed funds.
- I. To enter into contracts within the scope of their duties and powers.
- J. To establish a bank account or accounts for the Association and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- K. To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements, and to

permit an Owner to examine same following a request to the Treasurer and to cause a complete audit of the books and accounts by a Certified Public Accountant when such is authorized and directed by a vote of a Majority of Members at the Annual Meeting of Members.

- L. To prepare and have available for each Owner annually a consolidated financial statement showing a summary of receipts, expenses or disbursements in a form comparable with that provided to shareholders and members of other like organizations.
- M. To prepare and file required tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board of Directors may, on behalf of the Association, elect to be taxed in accordance with the Internal Revenue Code or any successor statute conferring income tax benefits on homeowners' associations. In connection therewith, the Board of Directors shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the limitations and restrictions as provided in the Internal Revenue Code or any successor statute conferring benefits on homeowners' associations as are in effect from time to time.
 - (i) liable to prosecution or any damages; and
 - (ii) Enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
- N. To establish, make and enforce compliance with such additional rules as may be necessary for the efficient and enjoyable operation, use and occupancy of this Subdivision with the right to amend same from time to time. Copies of such Rules and Regulations shall be furnished to each Owner. The Rules and Regulations which shall be effective until amended or supplemented by the Board of Directors as filed in the County and incorporated herein by reference.

- 5.4 **No Waiver of Rights.** The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provision of the Bylaws or Rules and Regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to enforce the same thereafter.
- 5.5 **Election and Term of Office.** At the first meeting of the Association the term of office of three (3) Directors shall be fixed at two (2) years; and the term of office of two (2) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, said Director's successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.
- 5.6 **Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next Special or Annual Meeting of the Association.
- 5.7 **Removal of Directors.** At any Regular or Special Meeting duly called, a Majority of Members may remove with or without cause anyone or more of the Directors, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.
- 5.8 **Compensation.** No Director, Member or Owner shall receive any compensation from Association funds for any service or labor performed by such Director, Member or Owner. Board of Directors with proper documents may be reimbursed for board related expenses.

ARTICLE 6 **OFFICERS**

- 6.1 **Officers.** The Board of Directors shall serve as Officers of the

Association. The Officers of the Association shall be a President, a Vice President of Landscaping, a Vice President of Maintenance, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office subject to the continuing approval of the Board of Directors, or as otherwise stated.

- A. **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have the general powers and duties which are generally vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Members as appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board of Directors or by a Majority of Members of the Association at any Regular or Special Meeting.
- B. **Vice President of Landscaping.** The Vice President of Landscaping shall be responsible for the Association's mowing, trimming, lawns, trees, irrigation, sidewalks, yard and tree lights. This Officer shall serve as an ad-hoc officer and have all the powers and authority to perform all the functions and duties of the President, in the absence of the President, or the President's inability for any reason to exercise such powers and functions or perform such duties, and to perform any duties as directed by the President.
- C. **Vice President of Maintenance.** The Vice President of Maintenance shall be responsible for the Association's pool, painting, grinder pumps, alleys and driveways. This Officer shall serve as an ad-hoc officer and have all the powers and authority to perform all the functions and duties of the President, in the absence of the President, or the President's inability for any reason to exercise such powers and functions or perform such duties, and to perform any duties as directed to perform by the President.
- D. **Secretary.** The Secretary shall keep all the minutes of the

meetings of the Board of Directors and the minutes of all meetings of the Association; shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary including, but not limited to, compiling and maintaining a complete and current list or directory of all Association Members, phone number, and e-mail address. Such list or directory shall also show the appropriate designation of Lot Number or Lot Numbers so owned by each Member. The Secretary shall also have all the powers and authority to perform all functions and duties of the President, in the absence of the President and Vice Presidents, or their inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties the Secretary is directed to perform by the President.

E. **Treasurer.** The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for keeping contractor bids and bonds and for the deposit of all monies and valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. Upon request, the Treasurer shall provide Resale Certificates and governing documents. The Treasurer shall also have all the powers and authority to perform all functions and duties of the President, in the absence of the President and Vice Presidents, or their inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties the Treasurer is directed to perform by the President.

6.2 **Execution of Documents.** The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyances or encumbrances, including promissory notes, shall be two (2), the President, or either one of the two (2) Vice Presidents, and the Secretary.

6.3 **Resignation of Officers.** Any officer may resign at any time by giving

written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

- 6.4 **Vacancies.** A vacancy in any office because of the death, resignation, disqualification, or for any reason other than by removal from office, of the officer previously filling such office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

ARTICLE 7

INDEMNIFICATION OF OFFICERS AND DIRECTORS

7.1 Indemnification.

- A. The Association shall have the power to indemnify any Officer or Director thereof who was or is a party, or is threatened to be made a party to any civil, criminal, administrative, or investigative proceeding (whether or not by or in the right of the Association) by reason of the fact that such person is or was an Officer or Director of the Association, against expenses, including but not limited to, attorneys' fees and cost of the proceeding, judgments, fines, and amounts paid in defense of such action, suit or proceeding if such person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association. Provided, that with respect to: (i) any criminal action or proceeding, such person had no reasonable cause to believe that such person's conduct was unlawful; or (ii) any civil claim, issue or matter, such person shall not be guilty of gross negligence or willful misconduct in the performance of such person's duties to the Association. Termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that such person had reasonable cause to believe that the conduct was unlawful, or that such person did not act in good faith or in a manner reasonably believed to be in or not opposed to the best interests of the Association, all such matters

being determined solely and exclusively for the purpose of indemnification as herein provided.

- B. Indemnification under the preceding paragraph shall be authorized by the Association in each specific case only upon the determination that indemnification of such person is proper in the circumstances because the applicable standards of the conduct as set forth herein have been met. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding; or if such a quorum is not obtainable by (a) independent legal counsel in a written opinion, or (b) the Members of the Association and no Member shall be disqualified from voting because the Member is or was a party to such action, suit or proceeding. Indemnification so determined may be paid, in part, before the termination of such action, suit or proceeding upon the receipt by the Association of an undertaking by or on behalf of the person claiming such indemnification to repay all sums so advanced if it is subsequently determined that the Member is not entitled thereto as provided in this Article.

- C. To the extent that an Officer or Director of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding, whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorneys' fees) actually and reasonably incurred by the Member in connection therewith. Indemnification provided herein shall be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association, and every Officer or Director thereof under any Bylaw, resolution, agreement or law and any request for payment hereunder shall be deemed a waiver of all such other rights, claims or demands against the Association and each Officer, Director, and employee thereof. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provision of this Article.

- D. The Association shall purchase and maintain insurance on behalf of any person who is or was an Officer, Director, employee or agent of the Association against any liability asserted against said person

and incurred by said person in any such capacity, or arising out of said person's status as such, whether or not the Association would have the power to indemnify said person against such liability under the provision of this Article.

E. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of, or arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association and shall be deemed to obligate the Association to indemnify the Member or Owner who is or has been an Officer or Director of the Association with respect to any duties or obligations assumed or liability incurred by the Member or Owner under and by virtue of these Bylaws that were assumed or incurred outside of the Member's or Owner's conduct specifically related to the fulfillment of the Member's or Owner's duties as an Officer or Director of the Association.

7.2 **Other.** The Board of Directors shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners) and the liability of any Owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof that the number of Lots owned by each Owner bears to the aggregate number of Lots in the Subdivision.

ARTICLE 8

AMENDMENTS TO BYLAWS

8.1 **Amendments to Bylaws.** These Bylaws may be amended in writing by the Association at a duly constituted meeting called for such purpose or in any Regular Meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by the vote of a Majority of Members.

ARTICLE 9
REGISTRATION OF MAILING ADDRESS, AND DESIGNATION OF
VOTING REPRESENTATIVE

- 9.1 **Registration of Mailing Address.** The Owner or several Owners of an individual Lot shall have one and the same registered mailing address to be used by the Association for the mailing of statements, notices, demands and all other communications, and such registered address may be the only mailing address of an Owner or Owners to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by said Owner or Owners unless a different registered address is furnished by such Owner or Owners to the Secretary of the Association within fifteen (15) days after such transfer of title or change of address; and such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interest of the Owner or Owners thereof.
- 9.2 **Designation of Voting Representative.**
- A. If a Lot is owned by one individual, his/her right to vote shall be established by the record title thereto. If title to a Lot is held by more than one individual, or a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a designation of voting representative appointing and authorizing one individual or alternate individual to attend all annual and Special Meetings of the Association and thereat to cast whatever vote the Owners themselves might collectively cast if they were personally present.
- B. Such designation shall be effective and remain in force unless voluntarily revoked, amended, or sooner terminated by operation of law, provided, however, that no designation shall be valid after eleven (11) months from the date of execution unless specifically provided therein. Also, within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one individual or alternate individual to attend all annual and Special Meetings.

- C. The requirements herein contained in this Article 9 shall be first met before an Owner of a Lot shall be entitled to vote at an annual or Special Meeting.

ARTICLE 10
OBLIGATIONS OF OWNERS

10.1 Assessments.

- A. **Annual Assessments.** Assessments shall be due and payable quarterly on January 1, April 1, July 1, and October 1, in amounts as prescribed by the Board of Directors. After annual assessments have been set by the Board of Directors, the Board of Directors shall deliver or mail to each Owner an individual statement of the Owner's annual assessment; thereafter, statements will be prepared and delivered or mailed only in the event of the levying of a Special Assessment or in the event an Owner becomes delinquent in the payment of the annual assessment. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors determines is to be paid by Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Area and Common Area Elements which sum may include, but shall not be limited to:
- (i) Expenses of management; taxes, and special assessments until separately assessed; premiums for fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached issued in the amount of the maximum replacement value of all insurable Common Area Elements;
 - (ii) Casualty and public liability insurance and other insurance premiums; landscaping and care of grounds; common lighting; repairs and renovations; removal of pollutants; wages; utility charges for Common Area and Common Area Elements; beautification and decoration;

professional fees, including legal accounting, and management, expenses and liabilities incurred by the Board of Directors on behalf of the Owners under or by reason of these Bylaws; for any deficit arising or any deficit remaining from a previous period; and including but not limited to those provisions specified therein in Article 5.3, Sections C and D.

In the event the cash requirements exceed the aggregate assessments made pursuant to this Article, the Board of Directors may from time to time and at any time make increases or decreases in the Annual Assessments. The omission or failure to fix the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same.

- B. **Owner's Personal Obligation for Payment of Assessments.** The amount of total assessments against each Lot shall be the personal and individual debt of the Owner(s) thereof. The obligations of each Owner to pay assessments shall be secured by a Vendor's Lien retained in said Owner's Deed. The Board of Directors shall have the authority to take prompt action to collect any unpaid assessment in accordance with the terms of these Bylaws.

- C. **Special Assessments.** In addition to those Annual Assessments heretofore described in Section A of this Article, Special Assessments may be made from time to time by the Board of Directors to meet other needs or to construct or establish facilities deemed of benefit to the Association and the Owners by the Board of Directors or to overcome deficits in the annual operating budget. However, there shall be no Special Assessments for additions, alterations or improvements requiring an expenditure of the Association in excess of Five Thousand Dollars (\$5,000), in any one (1) calendar year without the prior approval of the Majority of Members. Such limitations shall not be applicable, however, to Special Assessments for the replacement, repair, maintenance or restoration of any Common Area or Common Area Elements

or the painting of the exterior surface or finish of all patio homes and town homes which are to be paid for by the Association according to these Bylaws.

- 10.2 **Owner's Maintenance and Repair.** Maintenance and repair shall be according to the Rules and Regulations as amended. In the event of any question or ambiguity herein with respect to maintenance responsibility, such responsibility shall be determined initially pursuant to the Chart of Maintenance Responsibility contained in the Rules and Regulations, which shall be effective until amended or supplemented by the Board of Directors, which is included in the Amended Rules and Regulations and incorporated herein by reference.
- 10.3 **Lease and Rental Agreements.** It shall be the responsibility of the Owner or Owner's agent to provide any prospective Tenant for any patio home or town home with a copy of these Bylaws and Rules and Regulations for review and study before execution of any lease or rental agreement. The mere lease or rental, or the mere act of occupancy, of any patio home or town home by any Tenant will signify that these Bylaws and Rules and Regulations will be complied with throughout the term of said Tenant's residency at Cypress Point. Within fifteen (15) days of Tenant(s)' occupancy, the Owner shall furnish to the Treasurer of the Association the names of all Tenants occupying the patio home or townhome and the Tenant(s)' mailing address, phone number(s) and e-mail address(es). Any Owner whose Tenant(s) does not comply with these Bylaws and Rules and Regulations will be contacted by the Board of Directors and advised of any non-compliance. Said Owner, after being notified by the Board of Directors, will bring Tenant into compliance within ten (10) days unless the Board of Directors shortens such time period for compliance.
- 10.4 **Term of Lease and Rental Agreements.** All lease agreements shall be executed for a term of not less than twelve (12) months.
- 10.5 **Use of Leased or Rented Property.** All patio homes and townhomes which are leased or rented shall be used for single-family, residential purposes only and shall not be rented, leased, or used for transient, hotel, business, or commercial purposes.

10.6 **Occupancy of Leased or Rented Property.** The number of occupants in any leased or rented patio home or town home may be limited by the Board of Directors. Such limited occupancy, if any, shall be so stated in the Rules and Regulations as may be set forth by the Board of Directors.

10.7 **Mechanic's Lien.**

- A. Each Owner agrees to indemnify and hold each of the other Owners harmless from any and all claims of Mechanic's Liens filed against other lots, the appurtenant Common Elements, and Common Area Elements for labor, materials, services or other products incorporated in the Owner's Lot. No Owner has the authority to encumber any Common Area or Common Area Element.

- B. In the event such a lien is filed and/or a suit for foreclosure of Mechanic's Lien is commenced, then within ten (10) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at ten percent (10%) per annum for one (1) year together with the sum equal to ten percent (10%) of the amount of such claim, but not less than Two Hundred Fifty Dollars (\$250.00), which latter sum may be used by the Association for any costs and expenses incurred, including attorneys' fees incurred for legal advice and counsel. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursements of such sums or securities shall be made to the Association to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorneys' fees, incurred by the Association shall be paid forthwith by the subject Owner, and failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be the debt of the Owner, and a lien against Owner(s)' Lot may be foreclosed. All advancements, payments, costs and expenses, including attorneys' fees incurred by the Association, shall be forthwith reimbursed to it by such Owner(s), and the Owner(s) shall be liable to the

Association for the payment of interest at a rate of ten percent (10%) per annum on all such sums paid or incurred by the Association.

ARTICLE 11
ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

- 11.1 **Abatement and Enjoinment of Violations by Owners.** The violation or breach of any provision of these Bylaws or Rules and Regulations shall give the Board of Directors or their authorized representative the right to:
- A. Cause a duly authorized law enforcement official or authorized representative to enter the Lot(s) in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the violating Owner(s), any person, structure, thing or condition that may exist contrary to the intent and meaning of the provisions thereof. The Board of Directors, duly authorized law enforcement officials, or their authorized representatives, and the Association shall not be deemed guilty in any manner of trespass; and may fix, repair, abate, minimize, expel, remove, or put out, any such violation using such force as may be necessary in so doing, without being liable to prosecution or any damages; and
 - B. Enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE 12
COMMITTEES

- 12.1 **Designation.** The Board of Directors may, but shall not be required to, appoint an Executive Committee and other committees to make recommendations to the Board of Directors, and it may designate and appoint members to the standing committees.
- 12.2 **Nominating Committee.** Before each Annual Meeting, the Board of Directors may appoint a committee of three (3) Members who shall nominate candidates for election to the board. The names of the

candidates shall be submitted in writing to the Membership along with notice of said meeting not less than ten (10) days nor more than thirty (30) days prior to the election. Nominations will also be accepted from the floor at the meeting. In no event, however, will any person be elected whose name is not so submitted in one of the prescribed manners.

12.3 **Architectural Review Committee.** The Board of Directors may appoint an Architectural Review Committee. The Architectural Review Committee, as an Advisory Committee to the Board of Directors, will review requests for exterior changes in the structure of homes in the community. All recommendations by the Architectural Review Committee will then be sent to the Board of Directors to be voted upon for final approval.

12.4 **Other Committees.** The Board of Directors may appoint other committees as deemed appropriate for carrying out its purposes.

12.5 **Vacancies.** A vacancy in a committee shall be filled by the President until the next meeting of the Board of Directors.

ARTICLE 13

NON-PROFIT ASSOCIATION

13.1 This Association is not organized for profit. No Member, Member of the Board of Directors, Officer or person from whom the Association may receive any property or funds shall receive or be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any Member of the Board of Directors, Officer, or Member; provided, however, always that:

A. Reasonable compensation may be paid to any Member, manager or Officer while acting as an agent or employee of the Association for services rendered in effecting one or more purposes of the Association, and;

B. Any Member, manager or Officer may, from time to time, be

reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE 14
CONFLICTING OR INVALID PROVISIONS

Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of the City of Woodcreek Code of Ordinances, the Texas Property Code, or the Cypress Point POA Articles of Incorporation, late payment policy, records retention policy or records production policy, as those Codes, Articles, and policies may be amended from time to time, such Code(s), Articles and policies shall control; and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

ARTICLE 15
RULES AND REGULATIONS

15.1 Rules and Regulations.

- A. The Rules and Regulations which shall be effective until amended or supplemented by the Board of Directors as filed in the County and incorporated herein by reference.

- C. The Board of Directors, pursuant to Article 5.3(B) of these Bylaws reserves the power to establish, make and enforce compliance with such additional rules as may be necessary for the efficient and enjoyable operation, use and occupancy of this Subdivision with the right to amend same from time to time. Copies of such Rules and Regulations shall be furnished to each Owner.

By our signatures affixed hereto, the undersigned, being all Directors of the Association, hereby certify that the foregoing are the official Bylaws of Cypress Point Property Owners Association.

Signed and approved on this 28th day of March, 2022.

By: [Signature]
Ed Fleming, President

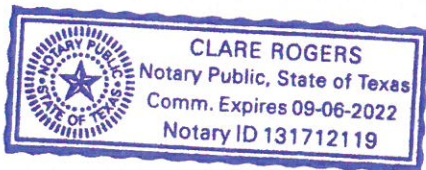
By: [Signature]
Dan Schroeder, Vice President Landscaping

By: [Signature]
Marvin Carson, Vice President Maintenance

By: [Signature]
Peggy Diaz, Treasurer

By: [Signature]
Mary C.L. Missy Woodward, Secretary

This instrument was acknowledged before me on the 28th day of March, 2022



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22016075 BYLAWS
03/31/2022 02:21:10 PM Total Fees: \$118.00

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

