



2013 00039676

**PINE TRAIL  
OWNERS  
ASSOCIATION  
BYLAWS**

20

ADOPTED AUGUST 23, 2013

**BOARD MEMBERS:**

**PRESIDENT: REBEKAH SCHEAR**

**VICE-PRESIDENT: HARRY WILBUR**

**TREASURER: KAREN LADD**

**SECRETARY: CAROL NEWELL**

**BOARD OF DIRECTORS: GARY NEWELL**

## **ARTICLE I MEMBERSHIP**

**1.1. AUTOMATIC AND MANDATORY MEMBERSHIP.** Each person recognized by the Smith County Tax Office as an owner of one or more lots in Pine Trail Shores Subdivision is automatically a member of the Pine Trail Owners Association (the "Association" hereinafter); provided, however, that Eastern Resort Properties, Inc., shall not be eligible for membership at any time. The rights and authority vested in Eastern Resorts Properties, Inc. through the deed covenant hereafter called Subdivision Restrictions, A, B, C, and D, as the original developer and founder of the Pine Trail Shores Subdivision, have been transferred to the Association by the document titled DELEGATION and APPOINTMENT, dated 3<sup>rd</sup> of May, 1994, and filed with Mary Morris, County Clerk, in Smith County, Texas, on the 4<sup>th</sup> of May, 1994, and is hereafter known as ATTACHMENT 1 of the Amended Bylaws of Pine Trail Owners Association.

**1.2. MEMBERSHIP CLASSES.** Membership shall be divided into two classes, defined as follows:

**1.1.1. Single vote members:** Members who are owners or purchasers as described in Section 1 of Article One, of only one lot in Pine Trail Shores Subdivision. Single vote members shall have only one vote at all meetings of members including mail-in proxies.

**1.1.2. Multiple vote members:** Members who are owners or purchasers as described in Section 1 of Article One, of two or more lots in Pine Trail Shores Subdivision. Multiple vote members shall have one vote for each full lot owned.

**1.3. TERMINATION OF MEMBERSHIP.** Membership in the Association is terminated only upon transfer or sale of the property, upon that event membership transfers automatically to the new owner. However, transfer or sale of the property does not cancel any personal liability of the transferring member for assessments and/or accounts owed to the Association prior to the transfer, nor does it cancel any lien against the property securing the assessment and/or accounts owed. Use of all and any facilities shall cease until all annual and special assessments are paid.

**1.4. USE OF COMMON AREAS.** Subject to Article 1.3, all members and their immediate families shall have the right to use all of the Association's facilities, including the Clubhouse, the park, and recreational area, to the extent permitted by and in accordance with terms and conditions that may be set out in the Association's rules which may from time to time be established by its Board of Directors. As to each membership which is held by other than a single individual, that is, a membership held by two or more persons, by a corporation or by a firm partnership, the use of the Association's facilities shall be only by an individual person and the immediate family of such individual person named by each member. No member who is in arrears for more than six (6) months in respect to any assessments and/or accounts due to the Association shall be eligible to use any of the Association's facilities.

**1.5. EVIDENCE OF MEMBERSHIP FOR FACILITY USE.** Membership shall be evidenced by such card, certificate, tag, window sticker, or other writing as the Board of Directors shall authorized.

**1.6. DETERMINATION OF MEMBERSHIP.** Membership shall be determined by ownership of property only, as defined in Section 1.1, as evidenced by the current Smith County tax records, Contracts for Sale are accepted as ownership. The right to vote at any meeting of the members shall be based upon the list of property owners according to the records of the Smith County Appraisal District and contract of sale registered with Smith County and provided to the Board of Directors forty-five (45) days prior to the meeting.

## **ARTICLE II ASSESSMENTS**

**2.1.** There shall be no initiation fees.

**2.2. BOARD VOTE FOR ASSESSMENTS.** The Board of Directors by unanimous vote of all five members of the Board may from time to time assess dues and assessments.

**2.3. ASSESSMENTS.** All owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declarations of Covenants, Conditions and Restrictions. A member is deemed to be in good standing and entitled to use all common areas. Voting at any meeting of the Association is a right of any lot owner, whether their assessments are paid or not.

## **ARTICLE III BOARD OF DIRECTORS**

**3.1. GENERAL GUIDELINES OF BOARD OF DIRECTORS.** The affairs and management of the Association shall be conducted by a Board of Directors consisting of five directors. The Board shall have full power and authority to carry out the purpose of the Association and to do any lawful acts necessary or proper thereto, including but not limited to, acts defined in the Declarations of Covenants, Conditions and Restrictions.

**3.2. TERMS OF OFFICE.** Except as otherwise provided in Section 2.2, directors shall serve a term of three years and continue to serve thereafter until successors are elected and qualified. Any Director may succeed himself and there is no limit to the number of terms they serve.

**3.3. QUALIFICATIONS OF DIRECTORS.** Directors must be members of the Association.

**3.3.1. Entity Member.** If a lot is owned by a legal entity, such as a partnership, corporation, or trust, any officer, partner, or employee of that entity member is not eligible to serve as a director and is not deemed to be a member for the purposes of this section unless



the proposed member resides on the lot.

**3.3.2. LIMITATIONS ON ELIGIBILITY.** Members of the Board cannot have been convicted of a felony or crimes involving moral turpitude including fraud and theft.

**3.4. STAGGERED TERMS.** The board of directors shall consist of five (5) persons serving staggering terms of three (3) years each. The terms of the Board of Directors shall be so staggered that two Directors shall be elected yearly; with the exception that every third year only one Director shall be elected.

**3.5. VACANCIES.** Vacancies on the Board caused by any reason shall be filled by a vote of the majority of the remaining Directors at any meeting of the Board. Each Director so elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term. Any vacancy must be filled by a majority of the remaining directors within 45 days of said vacancy.

**3.6. ELECTION OF DIRECTORS.** Directors shall be elected at the annual meeting of members by a majority of the vote cast, in person or by proxy, at such meeting. Before the expiration of the term of any Directors, the Board of Directors shall appoint a nominating committee of three members. This committee shall nominate one nominee for each directorship to be filled. Nominations will be solicited from the floor and legal proxies for any nominee accepted.

**3.7. QUORUM OF DIRECTORS.** A majority of the Directors currently holding office shall constitute a quorum at any meeting, and a majority of those present shall be sufficient to determine any question, except in regard to those provisions listed in Article II of these Amended By-Laws. Meetings of the Board of Directors may be held at any place within the State of Texas.

### **3.8. REMOVAL OF DIRECTORS.**

**3.8.1. Removal by Members.** At any annual meeting or special meeting of the Association, any one or more of the Directors may be removed with or without cause by members representing at least 67% of the voters present in person or by proxy at the meeting and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members must be given an opportunity to be heard at the meeting.

**3.8.2. Removal by Directors.** A Director may be removed by at least a majority of the Directors, at a meeting of the board called for that purpose, for the following limited reasons:

- A. The Director threatens or files suit adverse to the Association;

B. The Director has refused or failed to attend three (3) or more meeting of the board during the preceding twelve (12) months, provided he was given written notice of the meetings.

## **ARTICLE IV OFFICERS**

**4.1. GENERAL OFFICE INFORMATION.** The officers of the Association, President, Vice President, Secretary, and Treasurer, shall be elected from the Board of Directors. More than one office may be held by the same person. All officers shall be elected annually by the Board of Directors immediately following the annual meeting of the membership of this Association. All officers shall hold office at the discretion of the Board of Directors for one year, or until his successor is duly elected and qualified.

**4.2. MULTIPLE OFFICES WITH ONE INDIVIDUAL:** Any two (2) offices may be held by the same person, except the offices' of president and secretary.

**4.3. ABSENCE OR UNABLE TO PERFORM:** If an officer is absent or unable to act, the board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

**4.4. OFFICERS OF THE ASSOCIATION:** The officers for the subdivision shall be as follows:

**4.4.1. President.** As the chief executive officer of the Association, the president: (i) presides at all meetings of the Association and the board; (ii) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the board; and (iv) sees that all orders and resolutions of the board are carried into effect.

**4.4.2. Vice-President.** The vice president: (i) presides at all meetings of the Association and the board in the absence of the president; (ii) has all the general powers and duties which are usually vested in the office of the vice-president of a corporation organized under the laws of the State of Texas; and (iii) assists the president and any other board members in the execution of their duties.

**4.4.3. Secretary.** The secretary: (i) keeps the minutes of all meetings of the board and of the Association. (ii) has charge of such books, papers, and records as the board may direct; (iii) maintains a record of the names and addresses of the members for the mailing of notices; (iv) shall give notices required pursuant to these Amended ByLaws; and (v) in general, performs all duties incident to the office of secretary.



**4.4.4. Treasurer.** The treasurer: (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds, and (vii) performs all the duties incident to the office of treasurer.

**4.5. STANDARD OF CARE.** In performing their duties, the officers are required to exercise the standards of care provided by Article 3.105 of the Texas business Organization Code.

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

## ARTICLE V COMMITTEES

**5.1. POWERS AND DUTIES.** The board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the property. The board may do all acts and things except those which, by law or the Documents, are reserved to the members and may not be delegated to the board. Without prejudice to the general and specific powers and duties set forth in laws of the Association, the powers and duties of the board include, but are not limited to, the following:

**5.1.1. Appointment of Committees.** The board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination and other administrative matters deemed appropriate by the board. Members of other committees will be appointed from among owners and residents.

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

**5.1.3. Fines.** The board may levy fines for each day or occurrence that a violation of the documents persists after notice and hearing, provided the amount of the fine is reasonable in relation to the nature and frequency of violation.

**5.1.4. Delinquent Accounts.** The board may establish, levy, and collect reasonable late charges for members' delinquent accounts. The board may also establish a rate of interest to be charged on members' delinquent accounts.

**5.1.5. Fidelity Bonds.** The board may require, at the discretion of the board, any person handling or responsible for Association funds, including officers, agents, and employees of the Association, to furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

**5.1.6. Ex-Officio Directors.** The board may, from time to time, designate one or more persons as ex-officio members of the board, pursuant to Article 22.210 of the Texas Business Organization Code.

**5.1.7. Discretion.** All committee members serve at the discretion of the Board and are subject to removal by the Board.

## **ARTICLE VI MEETINGS**

**6.1. LOCATION AND TIME OF ANNUAL MEETING.** The annual meeting of the members of the Association shall be held at the recreational center in Pine Trail Shores Subdivision, or at such other place as shall be determined by the Board of Directors of the Association. The meeting shall be held on the last Saturday in August of each year at 10:00 o'clock a.m., unless circumstances beyond the Board's control warrants changing the meeting date. This will be decided by a unanimous vote of the Board.

**6.2. ANNUAL ELECTION AND VOTES.** The vote of a majority of the total votes cast by qualified voting members present in person or by proxy shall decide the annual election of the Board of Directors and all other matters properly brought before such meeting, the respective members have such number of votes as herein before provided in ARTICLE ONE.

**6.3. NOTICE.** With regards to notice of regular and special meetings, the Association shall provide such notice to each property owner 10-60 days before the meeting, or provide 72 hours' notice before the meeting in a place located on Association's common property, or an owner's property, if permitted, or on website, and email notice to anyone who has registered an email address with the PTOA. Such notices must include the date, hour, place, and general subject including a general description of any executive session matter.

**6.4. SPECIAL MEETINGS.** Special meeting(s) of the members may be called by the President or by any three members of the Board of Directors. Special meeting(s) of the Board of Directors may be called at any time by the President or by any two members of the Board of Directors.



**6.4.1. Notice of Special Meeting.** A special meeting of the members will be called by the President of the Association within 30 days after the President and the Board of Directors are presented with a petition signed by 25% of the members of the Association (in voting rights). The petition shall state the items to be acted upon at the meeting. A quorum of 25% of the members of the Association (in voting rights) must be present in person or by proxy at such a special meeting. The vote of a majority of the members present in person or proxy shall decide any matters properly brought before the meeting.

**6.5. VOTING MEMBERS LIST.** The board will prepare and make available a list of the Association's voting members in accordance with Article 22.158 of the Texas Business Organization Code.

**6.6. VOTES.** The vote of members representing at least a majority of the votes cast at any meeting binds all members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law.

**6.6.1. Co-Owned Lots.** If a lot is owned by more than one member, the one vote appurtenant to that lot is cast in accordance with the Declaration.

**6.6.2. Corporation-Owned Lots.** If a lot is owned by a corporation, the vote appurtenance to that lot may be cast by any officer of the corporation in the absence of a written appointment of a specific person by the corporate owner's Board of Directors or Bylaws. The vote of a partnership may be cast by any general partner in the absence of a written appointment of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

**6.6.3. Association-Owned Lots.** Votes allocated to a lot owned by the Association may be counted towards a quorum and for all ballots and votes except the election or removal of directors. The vote appurtenant to a lot owned by the Association is exercised by the board.

**6.7. PROXIES.** Votes may be cast in person or by written proxy. To be valid, each proxy must (i) be signed and dated by a member or his attorney-in-fact; (ii) identify the lot or lots to which the vote is appurtenant; (iii) name the person in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the purpose or meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be MAILED to the Pine Trail Owners Association, Inc., and received seven (7) days prior to the election, at Post Office Box 266, Flint, Texas 75762, unless another address is provided in the future by notification by the Association website. If no proxy is received by the date of the meeting, the Board of Directors will vote the lot and block. Unless the proxy specifies a shorter time, it terminates one year after its inception date. To revoke a proxy, the granting member must give actual notice of revocation in writing to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. In addition to mailing the proxy, a member may deliver it by fax or e-mail.



However, a proxy received by fax or e-mail may not be counted to make or break a tie-vote unless the proxy has been acknowledged or sworn to by the member, before and certified by an officer authorized to take acknowledgments and oaths.

**6.8. CONDUCT OF MEETINGS.** The president, or any person designed by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meeting of the Association when not in conflict with the Documents. Votes should be tallied by tellers appointed by the person presiding over the meeting.

**6.9. ORDER OF BUSINESS.** Unless the notice of meeting states otherwise, the order of business at meetings of the Association is as follows:

- A. Determine votes present by roll or check-in procedure
- B. Quorum of Board of Directors
- C. Proof of notice of meeting
- D. Reading and approval of minutes of preceding meeting
- E. Reading and approval of treasurer's report of preceding month.
- F. Report
  - i. Election of directors (when required)
  - ii. Unfinished or old business
  - iii. New business

**6.10. ADJOURNMENT OF MEETINGS.** At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

**6.11. ACTION WITHOUT MEETING.** Subject to board approval, any action which may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting by written consents. The board may permit members to vote by ballots delivered by hand, mail, fax, or any combination of these. Written consents by members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This section may not be used to avoid the requirement of an annual meeting and does not apply to the election of directors.

**6.12. TELEPHONE AND/OR INTERNET MEETINGS.** Members of the Association may participate in and hold meetings of the Association by means of conference telephone, similar communications equipment, or by the internet by means of which all persons participating in the meeting can hear and communicate with each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## **ARTICLE VII OBLIGATIONS OF THE OWNERS**

**7.1. NOTICE OF SALE.** Any owner intending to sell or convey his lot or any interest therein must give written notice to the Board of his/her intention, together with (i) the address or legal description of the lot being conveyed; (ii) the name and address of the intended purchaser; (iii) the name, address, and phone number of the title company or attorney designated to close the transaction; (iv) names and phone numbers of real estate agents, if any, representing seller and purchaser; and (v) scheduled date of closing. An owner will furnish this information to the board at least ten (10) business days before the scheduled date of closing or conveyance.

**7.2. PROOF OF OWNERSHIP.** Except for those owners who initially purchase a lot from the developer, any person, on becoming an owner of a lot, must furnish to the board evidence of ownership in the lot, which copy will remain in the files of the Association. A person may not be deemed to be a member or be entitled to vote at any annual or special meeting of the Association, unless this requirement is first met. This requirement may be satisfied by a certified copy of the deed or a board approved form that is completed and acknowledged by a title or attorney at time of conveyance of the lot or any interest therein. Private party sales may be satisfied by a certified copy of the recorded deed.

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

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

**7.5. REGISTRATION OF MORTGAGEES.** Within thirty (30) days after granting a lien against his lot, the owner must provide the Association with the name and address of the holder of the lien and the loan number. The owner must notify the Association within thirty (30) days after he has notice of a change in the information required by this Section. Also, the owner will provide the information on request by the Association from time to time.

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



## **ARTICLE VIII ASSOCIATION RECORDS**

**8.1. INSPECTION OF BOOKS AND RECORDS.** Books and records of the Association will be made available for inspection and copying pursuant to the following Articles of the Texas Business Organizations Code: 22.351, 22.352, 22.353, and 22.354, along with Texas Property Code Section 209.008. The Association's policy on inspections and copying of the Association books and Records is contained in the Pine Trail Owners Association's Policy For Application Of Payments, Alternative Payment Plans, And Requests for Association Records, effective January 1, 2012.

**8.1.1. Proper Purpose.** The Board may require a member to submit written demands for inspection, stating the purpose for which the member will inspect the books or records. The board has the right:

- a. to determine whether the member's purpose for inspection is proper;
- b. to deny the request if the purpose is deemed not proper; and
- c. if granting the request, to identify which books and records are relevant to the member's stated purpose for inspection.

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

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

**8.1.4. Records of Attorneys and Accountants.** An attorney's files and records relating to the property owners' Association, excluding invoices requested by an owner under Texas Property Code Section 209.008(d), are not records of the Association and are not subject to inspection by the owner or production in a legal proceeding. If a document is an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This subsection does not required production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.

**8.2. RESALE CERTIFICATES.** Any officer may prepare or cause to be prepared, assessment estoppel certificates or resale certificates. The Association may charge a reasonable fee for preparing such certificates, and may refuse to furnish such certificates until the fee is paid. Any unpaid fees may be assessed against the lot for which the certificate is furnished.



## **ARTICLE IX ENFORCEMENT**

**9.1. REMEDIES.** The violation of any provision of the Documents gives the board the right, in addition to any other rights set forth in the Documents:

- a. to impose reasonable fines, if notice and an opportunity to be heard are given;
- b. after notice and an opportunity to be heard are given, except in case of an emergency, to enter the lot or common element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that lot) that is contrary to the intent and meaning of the provisions of the Documents. The Board may not be deemed liable for any manner of trespass by this action; and
- c. to enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of any breach.

**9.2. NOTICE AND HEARING.** Before imposing a fine or exercising self-help abatement, the board must give the owner a written violation notice and an opportunity to be heard.

**9.2.1 Notice of Violation.** The Board's written violation notice will contain the following:

- a. the date the violation notice is prepared or mailed;
- b. a description of the violation;
- c. a reference to the rule or provision of the Documents which is being violated;
- d. a description of the action required to cure the violation;
- e. the amount of the fine to be levied, or the abatement action to be taken;
- f. The date the fine begins accruing or abatement action becomes possible; and
- g. a statement that not later than the 30<sup>th</sup> day after the date of the violation notice, the owner may request a hearing before the board to contest the fine or the abatement action.

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

**9.2.3. Request for Hearing.** To request a hearing before the Board, an owner must submit a written request to the Board within thirty (30) days after the date of the violation notice. Within

ten (10) days after receiving the owner's request for a hearing, the board will give the owner notice of the date, time, and place of the hearing. The hearing will be scheduled for a date within forty-five (45) days from the date the Board receives the owner's request, and should be scheduled to provide a reasonable opportunity for both the Board and the owner to attend.

**9.2.4. Pending Hearing.** Pending the hearing, the board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of the fine or the abatement action described in the notice.

**9.2.5. Hearing.** The hearing will be held in a closed or executive session of the board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made.

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

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

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

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

**9.3.3. Other Fine-Related.** The Association is not entitled to collect a fine from an owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines; however, the Board may adopt a collection policy that applies owners' payments to unpaid fines before retiring other types of assessments.

**9.4. ADDITIONAL ENFORCEMENT RIGHTS.** Notwithstanding the notice and hearing requirement, the Board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Documents which, in the Board's opinion, are (i) self-evident, such as vehicles parked illegally or in violation of posted signs; (ii) threatening to life or property; or (iii) repeat violations of the same provision by the same owner to whom prior



notices an errands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.

## **ARTICLE X GENERAL PROVISIONS**

**10.1. CONFLICTING PROVISIONS.** If any provision of these Bylaws conflict with any provision of the laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles control. In the case of any conflict between the Declaration of these Bylaws, the Declaration controls.

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

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

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

**10.5. AMENDMENTS.** These Bylaws or part thereof may be amended, modified, or repealed only by the unanimous vote and approval of all five (5) members of the Board of Directors of the Association. The Declaration of Covenants, Conditions & Restrictions for Sections A, B, C, and D, or part thereof may be amended, modified, or repealed only by the unanimous vote and approval of 51 percent of the total votes allocated to property owners.

**10.6. PREPARER.** These Bylaws were prepared by Ladd & Thigpen, P.C., 235 S. Broadway Suite 200, Tyler, Texas 75702, and were reviewed by the Pine Trail Owners Association Board of Directors.



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## Attachment 1 (pg 1)

DELEGATION AND APPOINTMENT

THE STATE OF TEXAS )  
 )  
 COUNTY OF SMITH )

KNOW ALL MEN BY THESE PRESENTS:

FILED  
 MARY MORRIS  
 COUNTY CLERK  
 94 MAY -4 AM 10:16  
 SMITH COUNTY, TEXAS  
 BY *John Case*  
 DEPUTY

WHEREAS, EASTERN RESORT PROPERTIES, INC. (hereinafter referred to as "DEVELOPER") developed certain property in Smith County, Texas, generally referred to as Pine Trail Shores Subdivision, which property is more particularly described as:

1. Section A, Pine Trail Shores Subdivision, according to the plat thereof recorded in Volume 6, Page 105, Plat Records, Smith County, Texas;
2. Section B, Pine Trail Shores Subdivision, according to the plat thereof recorded in Volume 6, Page 132, Plat Records, Smith County, Texas;
3. Section C, Pine Trail Shores Subdivision, according to the plat thereof recorded in Volume 6, Page 134, Plat Records, Smith County, Texas;
4. Section D, Pine Trail Shores Subdivision, according to the plat thereof recorded in Volume 6, Page 133, Plat Records, Smith County, Texas; and

WHEREAS, as part of the development of those properties DEVELOPER filed certain restrictions covering the properties in the Deed Records of Smith County, Texas, those restrictions being more particularly described as:

1. Subdivision Restrictions, Section A, Pine Trail Shores Subdivision, filed in Volume 1380, Page 257, Deed Records, Smith County, Texas, as amended by Amendment to Subdivision Restrictions filed in Volume 1387, Page 303, Deed Records, Smith County, Texas;
2. Subdivision Restrictions, Section B, Pine Trail Shores Subdivision, filed in Volume 1404, Page 447, Deed Records, Smith County, Texas;
3. Subdivision Restrictions, Section C, Pine Trail Shores Subdivision, filed in Volume 1405, Page 687, Deed Records, Smith County, Texas;
4. Subdivision Restrictions, Section D, Pine Trail Shores Subdivision, filed in Volume 1404, Page 452, Deed Records, Smith County, Texas;



## Attachment 1 (pg 2)

WHEREAS, as part of the development, DEVELOPER created PINE TRAIL OWNERS ASSOCIATION (hereinafter referred to as the "ASSOCIATION") for the benefit of the owners and purchasers of property in said Subdivision; and

WHEREAS, DEVELOPER desires that the ASSOCIATION be authorized and entitled to act to enforce the Restrictions that were placed on the properties by DEVELOPER;

NOW, THEREFORE, DEVELOPER does hereby transfer and assign to the ASSOCIATION, and does further hereby designate and appoint the ASSOCIATION to exercise, the following described rights: (i) the non-exclusive right to enforce the property restrictions described hereinabove, (ii) the right to appoint the members of the Architectural Control Committee for said Subdivision pursuant to Paragraph 1 of each of the hereinabove described sets of restrictions, (iii) the right (but not the duty) to enter property where a violation exists to correct same pursuant to Paragraph 13 of each of said sets of restrictions, and (iv) the right to consent to the use of a lot or part of a lot for a street, access road or thoroughfare pursuant to Paragraph 14 of each of said sets of restrictions. DEVELOPER hereby reserves and shall retain all other rights held by DEVELOPER under or pursuant to said sets of restrictions, and to the extent that DEVELOPER may own property in said Subdivision DEVELOPER reserves the non-exclusive right to also enforce the property restrictions described hereinabove.

This transfer and assignment is made without any warranty of any kind, and DEVELOPER makes no representation that the rights described herein are transferable or assignable. DEVELOPER shall have no liability for any action taken or not taken by the ASSOCIATION pursuant to or based to any extent upon this Delegation and Appointment.

EXECUTED as of the 3rd day of May, 1994.

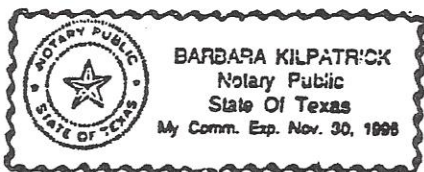
EASTERN RESORT PROPERTIES, INC.

By:

Jack T. Roe, Vice President

THE STATE OF TEXAS )  
COUNTY OF DALLAS )

This instrument was acknowledged before me on May 3, 1994, by JACK T. ROE, Vice President of EASTERN RESORT PROPERTIES, INC., a Texas corporation, on behalf of said corporation.



Barbara Kilpatrick  
Notary Public, State of Texas

STATE OF TEXAS COUNTY OF SMITH

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Land Records of Smith County, Texas.



MAY 10 1994





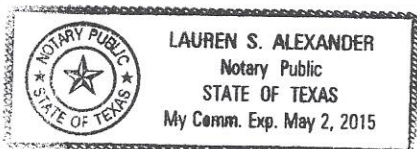
SIGNED on the 24 day of August, 2013.

I, Rebekah Schear, President of PINE TRAIL OWNERS ASSOCIATION, INC., do hereby declare, swear and affirm that this AMENDED BYLAWS OF PINE TRAIL OWNERS ASSOCIATION, INC., was approved by affirmative vote of PINE TRAIL OWNERS ASSOCIATION, INC., in accordance with the PINE TRAIL OWNERS ASSOCIATION BYLAWS effective November 12, 1996.

Rebekah Schear

REBEKAH SCHEAR, President  
PINE TRAIL OWNERS ASSOCIATION, INC.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority by Rebekah Schear, President of PINE TRAIL OWNERS ASSOCIATION, INC., on the 24 day of August, 2013.



Lauren S. Alexander  
NOTARY PUBLIC, STATE OF TEXAS

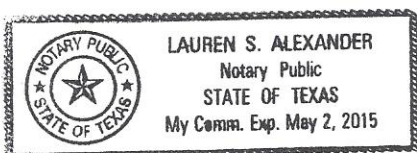
SIGNED on the 23 day of August, 2013.

I, Harry Wilbur, Vice-President of PINE TRAIL OWNERS ASSOCIATION, INC., do hereby declare, swear and affirm that this AMENDED BYLAWS OF PINE TRAIL OWNERS ASSOCIATION, INC., was approved by affirmative vote of PINE TRAIL OWNERS ASSOCIATION, INC., in accordance with the PINE TRAIL OWNERS ASSOCIATION BYLAWS effective November 12, 1996.

Harry Wilbur

HARRY WILBUR, Vice-President  
PINE TRAIL OWNERS ASSOCIATION, INC.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority by Harry Wilbur, Vice-President of PINE TRAIL OWNERS ASSOCIATION, INC., on the 23 day of August, 2013.



Lauren S. Alexander  
NOTARY PUBLIC, STATE OF TEXAS



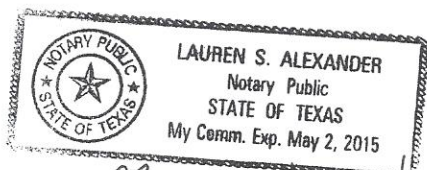
SIGNED on the 23 day of August, 2013.

I, Karen Ladd, Treasurer of PINE TRAIL OWNERS ASSOCIATION, INC., do hereby declare, swear and affirm that this AMENDED BYLAWS OF PINE TRAIL OWNERS ASSOCIATION, INC., was approved by affirmative vote of PINE TRAIL OWNERS ASSOCIATION, INC., in accordance with the PINE TRAIL OWNERS ASSOCIATION BYLAWS effective November 12, 1996.

Karen Ladd

KAREN LADD, Treasurer  
PINE TRAIL OWNERS ASSOCIATION, INC.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority by Karen Ladd, Treasurer of PINE TRAIL OWNERS ASSOCIATION, INC., on the 23 day of August, 2013.



Lauren S. Alexander  
NOTARY PUBLIC, STATE OF TEXAS

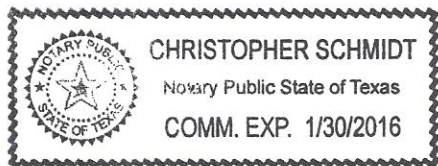
SIGNED on the 23 day of August, 2013.

I, Carol Newell, Secretary of PINE TRAIL OWNERS ASSOCIATION, INC., do hereby declare, swear and affirm that this AMENDED BYLAWS OF PINE TRAIL OWNERS ASSOCIATION, INC., was approved by affirmative vote of PINE TRAIL OWNERS ASSOCIATION, INC., in accordance with the PINE TRAIL OWNERS ASSOCIATION BYLAWS effective November 12, 1996.

Carol Newell

CAROL NEWELL, Secretary  
PINE TRAIL OWNERS ASSOCIATION, INC.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority by Carol Newell, Secretary PINE TRAIL OWNERS ASSOCIATION, INC., on the 23 day of August, 2013.



Christopher Schmidt  
NOTARY PUBLIC, STATE OF TEXAS

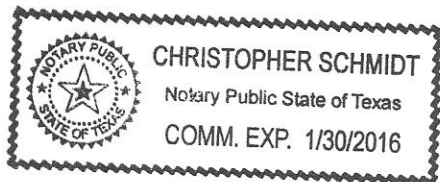
SIGNED on the 23 day of August, 2013.

I, Gary Newell, Board of Directors of PINE TRAIL OWNERS ASSOCIATION, INC., do hereby declare, swear and affirm that this AMENDED BYLAWS OF PINE TRAIL OWNERS ASSOCIATION, INC., was approved by affirmative vote of PINE TRAIL OWNERS ASSOCIATION, INC., in accordance with the PINE TRAIL OWNERS ASSOCIATION BYLAWS effective November 12, 1996.

Gary Z. Newell

GARY NEWELL, Board of Directors  
PINE TRAIL OWNERS ASSOCIATION, INC.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority by Gary Newell, Board of Directors of PINE TRAIL OWNERS ASSOCIATION, INC., on the 23 day of August, 2013.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

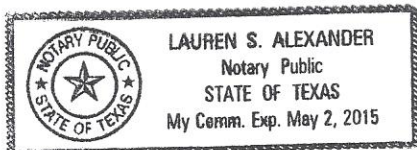
SIGNED on the 23 day of August, 2013.

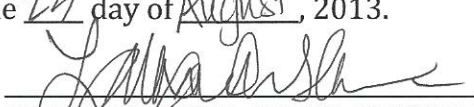


## ACKNOWLEDGMENTS

STATE OF TEXAS       §  
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COUNTY OF SMITH   §

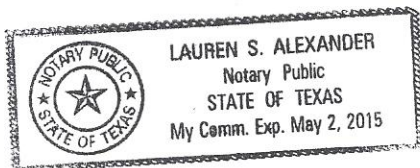
This instrument was acknowledged before me by Rebekah Schear, President of PINE TRAIL OWNERS ASSOCIATION, INC., on the 23 day of August, 2013.

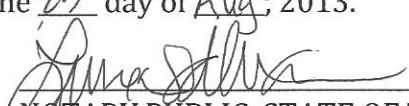


  
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COUNTY OF SMITH   §

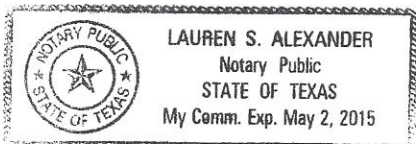
This instrument was acknowledged before me by Harry Wilbur, Vice-President of PINE TRAIL OWNERS ASSOCIATION, INC., on the 23 day of Aug, 2013.

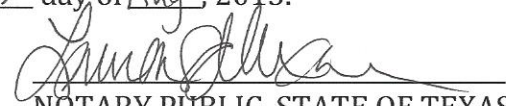


  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS       §  
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COUNTY OF SMITH   §

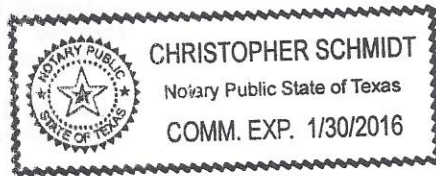
This instrument was acknowledged before me by Karen Ladd, Treasurer of PINE TRAIL OWNERS ASSOCIATION, INC., on the 23 day of Aug, 2013.

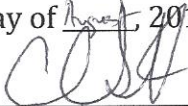


  
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STATE OF TEXAS       §  
                                  §  
COUNTY OF SMITH     §

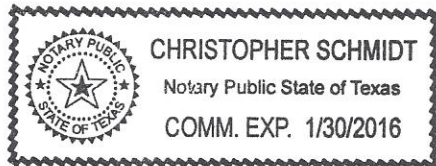
This instrument was acknowledged before me by Carol Newell, Secretary of PINE TRAIL OWNERS ASSOCIATION, INC., on the 23 day of August, 2013.

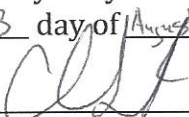


  
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NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS       §  
                                  §  
COUNTY OF SMITH     §

This instrument was acknowledged before me by Gary Newell, Board of Directors of PINE TRAIL OWNERS ASSOCIATION, INC., on the 23 day of August, 2013.



  
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NOTARY PUBLIC, STATE OF TEXAS



Filed For Record in:  
Smith County, Texas  
On Aug 23, 2013  
at 01:09P

Receipt #: 665126  
Recording: 92.00  
Doc/Num : 00039676  
Doc/Type: Recordings - Land  
Deputy - Crystal Hahn

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

Karen Phillips  
County Clerk