



County of Burnet:

**By-Laws of Twin Isles Property Owners Association, Inc, and  
Covenants, Restrictions, Charges and Liens of Twin Isles Subdivision**

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**PART I - BY LAWS**

**SECTION 1  
HISTORY OF THE DEVELOPMENT**

**Section 1.01**

Twin Isles Subdivision was developed by ASSCOA, Inc. of Kingsland, Llano County, Texas. A plat of this Subdivision was recorded in Volume 2, Page 40, of Plat Records of Burnet County, Texas, on the 9th of April 1968.

**Section 1.02**

In 1980, when the ASSCOA Corporation was dissolved and its members disbanded, the Twin Isles Property Owners took the following action in order to keep the development of this real property on a high level for the benefit and pleasure of the property owners in said subdivisions and for the protection of property values:

- i. held a property owner meeting at Granite Shoals on November 22, 1980
- ii. organized the Twin Isles Property Owners Association (POA)
- iii. appointed a Board of Directors (Board) consisting of seven (7) Twin Isles property owners
- iv. directed the Board to prepare By-Laws and other legal papers required to establish the POA

**Section 1.03**

At the time of the initial incorporation of the Twin Isles Property Owners Association there were two sets of Restrictive Covenants and Easements (Covenants) that applied to Twin Isles Subdivision, which are listed below:

- i. "RESTRICTIVE COVENANTS AND EASEMENTS FOR TWIN ISLES", recorded in Volume 181, Pages 430-432 of Deed of Records of Burnet County on the 7th of May 1970 and
- ii. "RESTRICTIVE COVENANTS AND EASEMENTS FOR MOBILE HOME PARK FOR TWIN ISLES SUBDIVISION", recorded in Volume 182, Pages 616-619 of Deed of Records of Burnet County on the 15th of July, 1970

**Section 1.04**

The Board of Directors submitted appropriate legal documents to the State of Texas requesting that the Twin Isles Property Owners Association be incorporated under the Texas Non-Profit Corporation Act, on the 4th of February 1981. The Twin Isles Property Owners Association re-incorporated as a Texas Non-Profit Corporation on March 3, 2011, under the name "Twin Isles Property Owners Association, Inc." under file no. 801391179 with the Texas Secretary of State.

## **Section 1.05**

The following amendments have been made to the Covenants and Restrictions:

- i. Amendments to Restrictive Covenants and Easements for Twin Isles, recorded in Volume 282, Pages 608-612 of Deed of Records of Burnet County on March 23, 1981
- ii. Amendments to Restrictive Covenants and Easements for Twin Isles,, recorded as Document Number 0036365, Official Public Record, Burnet County, Texas, filed March 27, 2003
- iii. Amendments to the Restrictive Covenants and Easements for Twin Isles, recorded as Document Amendments to Restrictive Covenants and Easements for Twin Isles, recorded as Document Number 201308926, Official Public Record, Burnet County, Texas, filed October 17, 2013Number 201308926, Official Public Records of Burnet County, Texas, filed on October 17, 2013
- iv. Amendments to By-Laws and Restrictive Covenants and Easements for Twin Isles, recorded as Document Number 201909412, Official Records of Burnet County, Texas, filed September 5, 2019
- v. Amendments to By-Laws and Restrictive Covenants and Easements for Twin Isles, recorded as Document Number 202114669, Official Records of Burnet County, Texas, filed September 12, 2021
- vi. Amendments to By-Laws and Restrictive Covenants and Easements for Twin Isles, recorded as Document Number 202216465, Official Records of Burnet County, Texas, filed December 1, 2022

## **Section 1.06**

By-Laws and Restrictive Covenants approved by a majority of the property owners July 30, 2022.

## **SECTION II BY-LAWS - PURPOSES**

### **Section 2.01**

The purposes for which the corporation is formed are to maintain high standards in the development, management, and maintenance of the real property in Twin Isles; inclusive of roads, canals and parks; to issue good health standards, property values and appearances; and to make Twin Isles a pleasant and profitable place in which to live.

### **Section 2.02**

All present and future owners, all present and future tenants, and all persons who might use the facilities of the subdivision in any manner are subject to the regulations of these By-Laws. The mere rental, acquisition or occupancy, whether temporary or otherwise, of any property in the subdivision will signify that these By-Laws are accepted, ratified and will be complied with. It is the responsibility of any and all owners to provide a copy of these By-Laws to any tenant or other temporary or permanent occupant of his or her property to ensure compliance.

## **SECTION III BY-LAWS - MEMBERSHIP**

### **Section 3.01**

Members of the Twin Isles Property Owners Association, Inc. shall be all persons who are owners of real property in Twin Isles Subdivision.

### **Section 3.02**

When any member ceases to own property in Twin Isles, that person ceases to be a member of this POA automatically without any action on the part of the POA or its Board of Directors.

### **Section 3.03**

Such termination of membership in the POA shall not relieve or release any former member from any liability or obligation incurred under or in any way connected with the Twin Isles Property Owner Association, Inc. during the period of such membership in the POA, or impair any rights or remedies which the Board of Directors of the association may have against such former owner and member, arising out of or in any way connected with such ownership or membership or the covenants or obligations incident thereto.

### **Section 3.04**

Only members of the POA who are in good standing may hold office, be a member of any board or committee, officially represent the POA or cast a ballot (vote). If a member loses his good standing while serving in any of these capacities, that status is automatically terminated, and he may not serve again in any of these capacities until a period of at least six (6) months has passed after he has been restored to good standing

### **Section 3.05**

The Board of Directors may rule that a member of the POA remain in good standing when the violation mentioned above is considered to be insignificant or justified under the circumstances.

### **Section 3.06**

All Twin Isles Property Owners in good standing shall have equal rights within the POA. These rights include the right to be appointed as an individual or as a committee member to assist the POA; the right to have their names placed on a ballot for possible election to the Board of Directors; the right to be elected to and serve on that board; the right to be appointed to fill the unexpired term of an ex-board member; and the rights to be elected to and hold an officer position of the Board of Directors and of the POA in accordance with the procedures set forth in these By-Laws.

### **Section 3.07**

No Twin Isles Property Owner in good standing can be denied any such rights because he does not maintain his principal residence in Twin Isles, because he does not own a dwelling in Twin Isles or because he spends only a portion of his time in Twin Isles. But note that these By-Laws require all members of the Board of Directors to meet minimum attendance standards or be dropped from membership on the Board.

### **Section 3.08**

When any two or more people jointly own real property in Twin Isles, they shall be counted as one member of the POA and only one of them may cast the vote authorized for that property owner.

### **Section 3.09**

A Director who has been convicted of a crime involving moral turpitude is automatically; i) ineligible to serve on the Board; ii) removed from the Board and iii) prohibited from future service on the Board.

### **Section 3.10**

It is the members' duty to keep an updated e-mail address registered with the POA.

**SECTION IV**  
**BY-LAWS - ASSOCIATION MEMBERSHIP MEETINGS**

**Section 4.01**

There shall be an annual meeting of members of the POA, within two (2) months after fiscal year end, ending June 30, each year at a place and time to be designated by the Board of Directors. The place of the meeting must be within thirty (30) miles of Twin Isles Subdivision.

**Section 4.02**

Notice of the annual meeting of the members of the POA shall be written or printed and shall state date, hour, and place of the meeting. The notice may be delivered, mailed or e-mailed. If it is mailed, it must be postmarked at least twenty (20) days prior to the meeting, but no more than forty (40) days prior to it. Ballots for Board elections will be mailed or e-mailed with the notice of the annual meeting.

**Section 4.03**

At the regular annual meeting of the POA membership, the Board of Directors shall provide each property owner present with a ballot to vote for members to be elected to the Board of Directors to replace those members of the Board whose terms of service are expiring. The ballot shall list at least half again, but not more than twice as many members for possible election as the number of board members whose terms are expiring. The ballot shall include a brief description of each candidate and shall also list those board members whose terms continue for another year. Expiring board terms will be filled by those candidates who are given the highest numbers of votes by members of the POA. Members so elected to the Board will serve a two (2) year term. The property owners may also transact such other business pertaining to the POA as may be properly brought before them.

**Section 4.04**

Although assessments are referred to within the By-Laws, the restrictive covenants and easements require that a majority vote of all Twin Isles property owners is required before assessments may be increased or changes made in the restrictive covenants and easements themselves. Each property owner has one vote to cast as described in Section III; By-Laws Membership here in above, regardless of the number of lots owned. Voting members may vote by written proxy.

**Section 4.05**

The order of business at regular annual meeting of members of the POA shall be as follows:

- i. establishment of a quorum to conduct business
- ii. proof of notice of the meeting or waiver of notice
- iii. reading of the minutes of the preceding meeting
- iv. financial report of the treasurer
- v. budget report by the President
- vi. reports of other Officers and Committees
- vii. election of members to be the Board of Directors
- viii. unfinished business

#### **Section 4.06**

A special meeting of the members of the POA may be called by the Board of Directors on its own initiative or when petitioned to do so.

#### **Section 4.07**

A petition submitted to the Board, calling for a special meeting of members of the POA must be in writing, must contain the signatures of not less than twenty-five (25) percent of the property owners, must state the purpose of the meeting and be accompanied by funds to defray the costs of the meeting.

#### **Section 4.08**

The cost of sending the notices and cost of conducting the special meeting (such as rent for a place in which to meet, cost of preparing and mailing notices, etc.) called by request of a group of members shall be borne by the members requesting the special meeting. The notices shall not be sent out unless the petition includes sufficient funds to defray the anticipated expenses of calling and holding the special meeting.

#### **Section 4.09**

No business shall be transacted at a special meeting except as stated in the notice, unless a majority of the property owners present approve the addition of this business, and a quorum is present.

#### **Section 4.10**

Notice of a special meeting of the members of the POA, shall be written or printed and shall state the date; hours and place of the meeting; and the reason the meeting is being called. Notice may be delivered, mailed or e-mailed. If it is mailed, it must be postmarked at least twenty (20) days prior to the meeting, but no more than forty (40) days prior to it.

#### **Section 4.11**

At both regular annual and special meetings of members of the POA, at least twenty-five (25) percent of the members are required to establish a quorum. When a quorum is the vote of the majority of the members present shall be the act of the membership meeting and it shall bind the Corporation, subject to law, the Twin Isles Charter, and the amendment to Restrictive Covenants and Easements for Twin Isles.

#### **Section 4.12**

If a regular annual or a special meeting of the members of the POA cannot be organized because a quorum is not present, the property owners who are present may adjourn the meeting to a time and place convenient to the majority of the property owners present or elect to continue the meeting by a vote of those property owners present to continue. Proxy votes will be counted toward constituting a quorum.

#### **Section 4.13**

At all meetings of members of the POA, the name of each member attending the meeting shall be recorded and any proxy authorizations must be filed with the Secretary (or other member recording the attendance) before the meeting is called to order. No proxy authorizations will be accepted after the meeting has been called to order.

#### **Section 4.14**

Voting of an owner may be cast or given in person or by proxy, by absentee ballot, by electronic ballot, or by any method provided by a dedicatory instrument. The POA is not required to provide an owner with more than one method of voting. An owner must be allowed to vote by absentee ballot or proxy.

An absentee or electronic ballot may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; may not be counted if the owner attends any meeting to vote in person; and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

A nomination taken from the floor in a board member election is not considered an amendment to the proposal for election.

#### **Section 4.15**

The Board may take action outside of a meeting, including voting by electronic or telephone, without prior notice to the members, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote. Any action taken without notice to owners must be summarized orally, including an explanation of any known actual or estimated expenditure approved at the meeting, and documented in the minutes of the next regular or special board meeting. The board may not, unless done in an open meeting for which prior notice was given to owners, consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions;
- (5) increases of assessments;
- (6) levying of special assessments;
- (7) appeals from a denial of architectural control approval;
- (8) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue;
- (9) lending or borrowing money;
- (10) the adoption or amendment of a dedicatory instrument;
- (11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten (10) percent;
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the board;
- (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (15) the election of an officer.

### **SECTION V BY-LAWS - BOARD OF DIRECTORS**

#### **Section 5.01**

This Corporation shall be managed by a Board of Directors consisting of not less than five (5) or more than seven (7) members duly elected to the Board, each of whom must be a member of this POA "in good standing" as described in SECTION III, MEMBERSHIP.

## **Section 5.02**

The term of office for each Board member shall be two (2) years.

## **Section 5.03**

No member of the Board of Directors shall serve more than two (2) terms of two (2) years each (total of four (4) years) without being off the Board for at least one (1) year, before he can be placed on the ballot again for possible reelection.

## **Section 5.04**

Any one or more members of the Board of Directors may be removed with or without cause, by the majority vote of the property owners present at any regular annual meeting or any special meeting of members of the POA called for this purpose, provided a quorum is present at the meeting. Any director whose removal has been proposed by the property owners shall be given an opportunity to be heard and to speak on his own behalf before the ouster vote is taken. Successor(s) for any director(s) so removed will be elected then and there to fill the Board vacancies thus created. The election of such successor(s) also requires at least twenty-five (25) percent of the members are present to establish a quorum at the meeting and the vote of the majority of the members present shall be the act of the membership.

## **Section 5.05**

A board member may be appointed by the board only to fill vacancies caused by resignation, death or disability. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

## **Section 5.06**

The Board of Directors shall hold no fewer than four (4) regular meetings each year, preferably once a quarter at a time and place where all property owners may attend.

## **Section 5.07**

The newly elected members of the Board of Directors, who are elected at the regular meeting of members of the POA, take office when the election results are announced. Those members of the Board of Directors whose terms are expiring leave office at the same time, both automatically.

## **Section 5.08**

The new Board of Directors, including the newly elected members and excluding those members whose term expired and who were not re-elected, will hold a brief organizational meeting immediately after the meeting of members of the POA, for the purpose of electing or re-electing a President, Vice President, Secretary and Treasurer.

## **Section 5.09**

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board,

- i. When a quorum is present at any board meeting, the vote of the majority of the board members present shall be the act of the Board of Directors

- ii. Board members may participate by telephone, video teleconference, or similar means no more than once a year unless prohibited by state law.
- iii. If less than the majority of the members of the Board of Directors is present and the Board does not have a quorum with which to transact business, those present shall adjourn the meeting to a subsequent stated date, time and place and each Board member will be notified.
- iv. In the event that a quorum is not present at this later meeting, the directors who are present shall appoint a sufficient number of members of the POA who are in good standings to act as temporary directors to constitute a quorum and conduct the business at hand.
- v. Directors may vote by written Proxy.

#### **Section 5.10**

Each member of the POA shall be informed of the date, time, place, with an agenda of each regular meeting of the Board. The President may change the scheduled date of any regular meeting, but the changed date must be within fifteen (15) days of the previously scheduled date. Notice of the regular meetings of the Board shall be posted on the POA website and e-mailed to all members of the POA at least 144 hours (6 days) prior to the meeting.

#### **Section 5.11**

Special meetings of Board of Directors may be called by the President, or in his absence, by the Vice President. If both are unavailable a special meeting of the Board may be called by any three (3) directors acting jointly.

#### **Section 5.12**

Each member of the POA shall be informed of the date, time, and place of the special meeting being called and the business to be conducted at that meeting. Notice of the special meetings of the Board shall be posted on the POA website and e-mailed to all members of the POA at least 72 hours (3 days) prior to the meeting.

#### **Section 5.13**

When any member of the Board cannot be reached by phone, e-mail, or in person at Twin Isles, collect telephone calls will be made to his place of business or residence if he resides outside of Twin Isles. Board members will keep the Secretary informed of these telephone numbers and addresses.

#### **Section 5.14**

If any member of the Board of Directors has been given due and proper notice of all meetings of members of the POA and of the Board of Directors during any fiscal year, and has missed as many as three (3) of all of the meetings held during that fiscal year, he shall be dropped as a member of the Board of Directors unless he can and does prove to the Board that one or more of his absences were due to causes beyond his control and that one or more of these absences were not caused by any voluntary decision or action on his part. All such explanations must be presented to the Board at its first meeting after the absence occurs that is attended by the former absentee.

#### **Section 5.15**

The President is authorized to appoint individuals and committees to assist the Board in accomplishing its duties.

### **Section 5.16**

No officer of the POA or Board, no member of the Board of Directors and no member of the POA shall receive pay, salary or any other form of compensation for any personal services rendered to or on behalf of the POA while acting in their official capacity. Such person shall, however, be reimbursed for their reasonable and necessary out of pocket expenses in the conduct of affairs of the POA, provided due proof thereof is furnished to the Board of Directors. Written receipts will normally be required for the financial records of the association.

### **Section 5.17**

The Board of Directors may not obligate the POA for more funds than are available in the treasury, and thus run the POA into debt, without prior approval from members of the POA. This approval may be obtained as described in SECTION IV; BY-LAWS - ASSOCIATION MEMBERSHIP MEETINGS.

### **Section 5.18**

In general, the Board of Directors is charged with conducting the affairs of the Twin Isles Property Owners Association, Inc. to accomplish the purposes of the POA as set forth in SECTION II; BY-LAWS - PURPOSES, and to enforce the "Amendment to Restrictive Covenants and Easements for Twin Isles", and provisions of these By-Laws.

### **Section 5.19**

The Board of Directors must be guided by the documents and actions listed below:

- i. Texas Business Organizations Code
- ii. Texas Residential Property Owners Protection Act
- iii. The Restrictive Covenants and Easements for Twin Isles
- iv. By-Laws of Twin Isles Property Owners Association, Inc
- v. By what is legal, necessary, proper, advisable and in the best interest of the POA

### **Section 5.20**

The Board of Directors shall record in Burnet County a Management Certificate, signed and acknowledged by an officer of the association, stating:

- (1) the name of the subdivision;
- (2) the name of the association;
- (3) the recording data for the subdivision
- (4) the recording data for the declaration and any amendments to the declaration;
- (5) the name and mailing address of the association;
- (6) the name, mailing address, telephone number, and e-mail address of the person managing the association or the association's designated representative;
- (7) the website address of any Internet website on which the association's dedicatory instruments are available;
- (8) the amount and description of a fee or fees charged by the association relating to a property transfer in the subdivision; and
- (9) other information the association considers appropriate.

The Board shall record an amended Management Certificate in Burnet County not later the 30<sup>th</sup> day after the date the association has notice of a change in any information in the recorded certificate.

The Board shall record an amended Management Certificate electronically with the Texas Real Estate Commission not later than the 7th day after the association has filed an amended Management Certificate with Burnet County.

## **SECTION VI BY- LAWS - OFFICERS**

### **Section 6.01**

The officers shall include a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. Each Officer's term shall expire at the conclusion of the next annual meeting of the Twin Isles Property Owners Association, Inc. if the Officer's term as a Director has not expired, they will be reelected or replaced by the Board of Directors at the Organizational Meeting.

### **Section 6.02**

Directors may vote by written proxy.

### **Section 6.03**

Any officer, who was elected or appointed to that officer position by the Board of Directors, may be removed from that office by the Board; when, in its judgment, the best interests of the POA would be served thereby. This requires a quorum of Board Members and a majority vote.

### **Section 6.04**

Such removal from an officer position by the Board of Directors, will not remove that person as a member of the Board of Directors, because he was elected to the officer position by the Board of Directors but was elected to the Board by vote of members of the POA.

## **SECTION VII BY-LAWS - PRESIDENT**

### **Section 7.01**

The President shall serve as General Manager of the Corporation and be responsible for its proper operation.

### **Section 7.02**

The President shall preside over all meetings of members of the POA and of the Board of Directors.

### **Section 7.03**

The President shall have all general powers and duties which are usually vested in the office of the President of a POA, including, but not limited to the power to appoint individuals and committees from among members of this POA from time to time, as he may in his discretion decide is appropriate to assist in the conduct of affairs of the POA.

### **Section 7.04**

The President shall execute on behalf of the Corporation all contracts and other written instruments that have first been approved or authorized by the Board of Directors.

### **Section 7.05**

Disbursing checks requires the signature of a member of the Board of Directors, normally the Treasurer or in his absence, the President or the Vice President.

## **SECTION VIII BY- LAWS - VICE PRESIDENT**

### **Section 8.01**

In the absence or inability of the President to serve, the Vice President shall have all of the power and authority and shall perform all of the duties conferred by these By-Laws upon the President.

### **Section 8.02**

The Vice President, in the absence or inability of the President to serve, shall preside over all meetings of members of the POA and of the Board of Directors.

### **Section 8.03**

The Vice President shall perform such other duties and have such other authority as may be delegated to him by the President.

## **SECTION IX BY-LAWS - SECRETARY**

### **Section 9.01**

The Secretary shall keep the minutes of all meetings of the POA and all meetings of the Board of Directors.

### **Section 9.02**

The Secretary shall manage correspondence for the POA and Board of Directors unless the Board directs someone else to do so in particular cases. Any person so designated to manage correspondence shall provide the Secretary with a complete record for the Secretary's files.

### **Section 9.03**

The Secretary shall have custody of all official records of the POA and the Board of Directors, except financial records, which shall be maintained by the Treasurer.

### **Section 9.04**

The Secretary shall maintain the master list of all Twin Isles property owners, their addresses and the numerical designation of each lot owned by each owner.

### **Section 9.05**

The Secretary shall prepare and deliver mail or e-mail notices of all regular and special meetings of the POA as indicated in SECTION IV :BY-LAWS - ASSOCIATION MEMBERSHIP MEETINGS; and all regular and special meetings of the Board of Directors as indicated in SECTION V: BY-LAWS - BOARD OF DIRECTORS.

## **Section 9.06**

When an election is held by written ballot the Secretary shall prepare a written report summarizing the election. One copy shall be for the Secretary's file and each other member of the Board of Directors shall be provided with a copy of the report. The report shall contain a statement of the proposition voted upon; a copy of the ballot and of any letter transmittal; time allowed before cut-off date for replies; the number of ballots returned on time; number returned late, and the number not returned; the names of owners voting against the proposition; the name of owners not voting and the number of owners voting for the proposition.

## **Section 9.07**

The Secretary shall perform such other duties and has such other authority as may be delegated to him by the President; the Board of Directors; and as provided in these By-Laws including but not limited to:

- i. Filing appropriate documents to the State of Texas to maintain corporation status.
- ii. Filing the POA Management Certificate or amended Management Certificate with the county clerk of Burnet County and the Texas Real Estate Commission.
- iii. Filing amended By-Laws and Restrictive Covenants with the county clerk of Burnet County and the Texas Real Estate Commission.

## **SECTION X BY- LAWS –TREASURER**

### **Section 10.01**

The Treasurer shall keep and maintain full and complete records of the financial affairs of the Corporation. These records shall show who owns each lot in Twin Isles, the address of each owner and the status of each owner's account with the Corporation. These records shall also show the date that each assessment is paid or becomes overdue, and when the overdue period reaches thirty (30), sixty (60), ninety (90) and one hundred twenty (120) days. (See SECTION XI; BY-LAWS - ASSESSMENTS). The Treasurer shall update the Secretary when a change in ownership occurs on any property in the subdivision.

### **Section 10.02**

Financial records of the Corporation shall be kept on a fiscal year basis. Each fiscal year shall begin on July first (1st) and end at midnight on June thirtieth (30th) of the next calendar year.

### **Section 10.03**

The Treasurer shall deposit or cause to be deposited, all funds received by the Corporation, in a bank selected with the approval of the Board of Directors.

### **Section 10.04**

The Treasurer shall make regular business deposits and withdrawals, each of which shall be supported by a proper statement, voucher, or other evidence of proper transaction.

### **Section 10.05**

Every financial transaction made by the Office of the Treasurer must be recorded in the financial records kept by the office.

### **Section 10.06**

Disbursing checks require the signature of a member of the Board of Directors, normally the Treasurer or in his absence, the President or the Vice President.

### **Section 10.07**

At each regular meeting of the Board of Directors, the Treasurer shall give the Board a brief statement of the financial condition of the Corporation; including the funds on hand and the planned use of those funds; the name of each person owing funds to the Corporation and the amount each owes. A list of unpaid bills and bills expected to be received will also be provided.

### **Section 10.08**

At the last regular meeting of the Board of Directors before the annual meeting, the Treasurer shall present a written financial report of the Corporation as of the close of the fiscal year on June thirtieth (30th) preceding. When approved by the Board, copies will be made and mailed to each board member within ten (10) days. Sufficient copies will also be made to present one (1) to each POA member who attends the annual meeting. The Treasurer will discuss the financial report with the members at that time and answer their questions.

### **Section 10.09**

Also, at the last regular meeting of the Board of Directors before the annual meeting, the Treasurer will present a proposed budget for the next fiscal year, based upon the financial status of the POA. When approved by the Board; copies will be made and distributed to each Board member. Sufficient copies will also be made to present one (1) to each POA member who attends the annual meeting of the POA. The President will present the approved budget to the members at the annual meeting and answer any questions at that time. Amendments to the budget must be presented and voted on during a board meeting.

### **Section 10.10**

The Treasurer shall perform such other duties and have such other authority as may be delegated to him by the President, the Board of Directors, or as provided by these By-Laws. Other duties include but are not limited to:

- i. Providing documentation within 5 business days to prospective buyers, agents, or title companies prior to change in ownership to include resale certificate, outstanding assessments of current owner, Management Certificate, By-Laws and Restrictive Covenants, and fees for transfer of ownership not to exceed \$375.00 for resale certificate and \$75.00 for updated resale certificate.
- ii. Filing IRS forms as required.

## **SECTION XI BY-LAWS – ASSESSMENTS**

### **Section 11.01**

An annual assessment shall run against each lot or designated partial lot in the Twin Isles Subdivision. These assessments shall be due and payable in advance to the Twin Isles Property Owners Association, Inc. on or before the first (1st) day of July each year and payable to the Twin Isles Property Owners Association. There will be an annual assessment of two hundred (200) dollars for each lot with water frontage and an assessment for any subsequent lot(s) owned by the same person(s) with water frontage would be one hundred (100) dollars for each lot and fifty (50) dollars for each portion of a lot. There will be an annual assessment of one hundred (100) dollars for each lot without water frontage and an assessment for any subsequent lot(s) owned by the same person(s) without water frontage would be fifty (50) dollars for each lot and twenty-five (25) dollars for

each portion of a lot. The annual assessment for an owner that has a lot (s) with water frontage and a lot (s) without water frontage would be two hundred (200) dollars for the first lot with water frontage, one hundred (100) dollars for additional lot (s) with water frontage, fifty (50) each portion of a lot with water frontage, fifty (50) dollars for each lot without water frontage and twenty-five (25) dollars for each portion of a lot without water frontage.

When an Owner owns two or more contiguous lots and wants to combine multiple lots into a single lot, the owner(s) must receive written consent from the Twin Isles Property Owners Association, Inc. When multiple lots are combined into one lot by re-platting, the annual assessment and special assessments for the new re-platted lot(s) shall be equal to the amounts that would be owed had the lots not been combined.

#### **Section 11.02**

Owners are entitled to one approved payment plan to pay their delinquent annual assessments. All payment plans require a down payment of no less than twenty-five (25) percent and monthly payments. Upon request all owners are automatically approved for a payment plan consisting of fifty (50) percent down, with the balance to be paid in three equal monthly installments. If an owner defaults on the payment plan, the payment plan is automatically terminated and the POA is not obligated to make another payment plan with the owner for the next two years. Alternative payment plan proposals must be submitted to and are subject to the approval of the Board of the POA. The Board is not obligated to approve alternative payment plan proposals. No payment plan may be shorter than three (3) months or longer than eighteen (18) months. The POA cannot charge late fees during the course of a payment plan but can charge interest at the rate provided under its governing documents. Notwithstanding a payment plan, the POA may file a lien against the property of the owner for the amount of a delinquent assessment.

#### **Section 11.03**

These assessments shall be used for the development, maintenance, and management of the roads, canals, and park shown on the plat of Twin Isles Subdivision, and for the administration, operation and legal representation of this POA and its Board of Directors.

#### **Section 11.04**

No part of these assessments shall be used as pay, salary, or any other form of compensation to an officer of the POA, a member of the Board of Directors, or a member of the POA for any personal services which they might render to or on behalf of the POA while such persons are acting in their official capacity.

#### **Section 11.05**

Assessments may be increased only by a majority vote of Twin Isles Property Owners.

#### **Section 11.06**

These assessments shall be and are hereby secured by a lien on each lot respectively, as follows:

- i. If an assessment becomes thirty (30) days overdue, the Board will write the owner a polite reminder and ask if there are any reasons why the assessment remains unpaid. A late payment of \$25 will be applied to the account and interest at the rate of 12% per annum shall begin accruing when the account becomes 30 days delinquent.
- ii. If an assessment becomes ninety (90) days overdue, the Board will write the owner a polite letter advising him that unpaid assessments prevent the Board from accomplishing the purposes for which this Corporation was formed. The owner will be advised that unless a satisfactory explanation is given to the Board, or the amount due is paid, the Board is obliged to protect the interests of the other property

owners by filing a lien against the property if the assessment is allowed to become overdue more than one hundred twenty (120) days.

- iii. If an assessment becomes more than one hundred twenty (120) days overdue and the Board has not received an acceptable explanation for the delay, the Board shall take steps to have a cumulative lien filed against that property, to include the following amounts:
  - a. assessments then overdue
  - b. any future assessments which become overdue
  - c. interest and late fees
  - d. reasonable attorney fees involved, to include filing the lien and any other legal action necessary to collect all these amounts

Such liens take precedence immediately after liens for taxes and liens for the purchase or repair of the real property involved. The POA will follow notice requirements relating to the Service Members Civil Relief Act per Section 209.006(b) of the Texas Property Code.

#### **Section 11.07**

Special assessments for capital investments: In addition to the annual assessments authorized above, the POA may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement, and maintenance upon the areas including dredging of channels, roadways maintenance, lighting, improvements to a park/dock, fixtures, and personal property related thereto. provided that any such assessment shall have the assent of the majority of the members.

#### **Section 11.08**

Special assessments are entitled to the same payment plan as allowed for regular assessments.

### **SECTION XII BY- LAWS – AMENDMENTS**

#### **Section 12.01**

Any proposed amendment to the By-Laws must be submitted to the Board of Directors in writing. If the Board approves the proposed amendment it will be presented to the members of this POA at the next annual meeting of the POA. If the proposed amendment is of such importance and so urgent as to warrant a special meeting of the members of this POA, the Board of Directors may call such a special meeting of this POA to consider the proposed amendment.

#### **Section 12.02**

Any proposed amendment to these By-Laws submitted to the Board of Directors in writing and signed by at least twenty-five (25) percent of the Twin Isles Property Owners will be submitted to the members of this POA at the next annual meeting, whether or not the Board approves the proposed amendment. If the proposed amendment is considered to be so important and urgent, a special meeting of the POA may be called by the Board.

#### **Section 12.03**

When and if these By-Laws require revision, the President shall appoint a By-Laws committee consisting of three (3) property owners, not more than one (1) of whom shall be a member of the Board of Directors. The Board shall submit any approved revision proposals to the members of this POA attending the next annual meeting of the POA, if the proposed revisions are considered to be so important and urgent as to warrant convening a special meeting of members of the POA, the Board of Directors may call such a meeting.

#### **Section 12.04**

When a proposed amendment or revision is to be submitted to an annual or a special meeting of members of the POA, the Secretary shall include a copy of the proposed amendment or revision in the notice of the meeting sent to all Twin Isles Property Owners.

#### **Section 12.05**

If the proposed amendment received a favorable vote of the majority of the Twin Isles property owners attending that meeting in person or by proxy and provided a quorum was present at the time, the amendment voted upon is approved. The Board of Directors shall take the proper action to include any such approved amendments in the By-Laws. The Secretary shall notify the owners of the action taken at the meeting and post the amended By-Laws to the association website.

### **SECTION XIV RESTRICTIVE COVENANTS – LOTS**

#### **Section 14.01**

All lots in Twin Isles shall be used solely for single family residential purposes. No property may be leased for a term less than twenty-eight (28) consecutive days. Any rental term for less than twenty-eight (28) consecutive days is strictly prohibited. In addition:

- a. No lot may be used to establish a Permanent or Temporary Residence for any person who is registered or required to register as a sex offender on any state, local or other governmental list or registry (“Offender”) as a Tier II (Moderate Risk) or Tier III (High Risk) Offender.
- b. Tier II and Tier III sex offenders also shall not be allowed to congregate within 250 feet of any place where children live or congregate.

Owners of rental properties are required to provide the Board with the following information regarding a lease or rental property:

- (1) Contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at the property under a lease or rental agreement; and
- (2) Commencement date and term of the lease or rental agreement.

#### **Section 14.02**

A lot may be subdivided only if the subdivided parts are simultaneously combined with adjoining lots, thus increasing their size. No lot may be subdivided so as to form any lot smaller than the lots shown adjacent to it on the Plat of Twin Isles Subdivision on file in the Plat Records of Burnet County.

#### **Section 14.03**

All waterfront lots must be walled with a concrete retainer wall on the sides in contact with the water to conform to other retainer walls in this subdivision. The concrete retainer wall must be completed within twelve months after purchase of the waterfront lot.

#### **Section 14.04**

No boat dock or fishing pier may block the passage of normal traffic. In no event shall a boat dock or fishing pier extend more than six (6) feet. No boat or watercraft shall remain in the water, unless in a boat slip, for no longer than three (3) days, due to the fact of the width of the canal.

#### **Section 14.05**

No animals except customary household pets shall be kept on any lot; no animals shall be raised, bred, or kept on any lot for any commercial purpose. The Twin Isles Property Owners Association and its members shall abide by Burnet County Animal Control Rules and Regulations.

#### **Section 14.06**

No noxious or offensive trade or activity shall be carried on or maintained on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

#### **Section 14.07**

No sign of any kind shall be displayed to the public view on any lot except one professional sign, such as alarm service, of not more than one square foot is allowed. One sign of not more than five square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during construction and sales period is allowed.

#### **Section 14.08**

No lot shall be used or maintained as a dumping ground for rubbish, garbage, trash or other waste except in sanitary containers, incinerators, or other equipment designed for the storage of or disposal of such material to ensure that all lots are kept in a clean and sanitary condition. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction for a period not to exceed 180 days (commencing from day one of the first delivery of such materials) for any approved structure, unless such materials are visually screened in a manner approved by the Board of Directors. During the course of construction, it shall be the responsibility of each owner to ensure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. Accumulation or storage of litter or trash of any kind shall not be permitted on any lot. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the POA shall have the right, through its agents, employees, or independent contractors and following the expiration of 60 days written notice to the owner and the owner's failure to cure the default within such time, to enter upon said lot and to repair, maintain, and restore the lot and exterior of the building(s) or any other improvement erected thereon, all at the expense of the owner. Such cost shall constitute a personal obligation of the owner and a lien upon the lot and all improvements thereon.

#### **Section 14.09**

The owner of each lot shall keep grass weeds, and vegetation, trimmed or cut so as to maintain a neat and attractive appearance and not grow tall enough to become a fire hazard. Upon failure of property owner to comply with said requirement within 30 days after notice to said owner of such condition the POA may enter upon said lot and correct same at the expense of the owner. Such cost shall constitute a personal obligation of the owner and a lien upon the lot and all improvements thereon. All effort should be made to keep grass clippings and other vegetation out of the waterways and such language shall be included in any contract, written or otherwise, with any person or company performing landscape services.

#### **Section 14.10**

No burning of any household trash, tires, lumber, or construction waste is allowed in the subdivision. Outdoor burning is not allowed during a burn ban or red flag warning. If burning inside Twin Isle subdivision the following rules apply;

- i. contact the Burnet County Sheriff's Department at 512-756-8080 prior to the burn

- ii. no burning at night
- iii. no burning prior to one hour after sunrise and be completed the same day one hour prior to sunset
- iv. a responsible person shall stay with the burn at all times the burn is active
- v. have some means to control the burn (water, shovel, equipment). Means of control should be directly related to the size of the burn being conducted
- vi. burning shall not be commenced if surface wind speed is predicted to be less than six (6) miles per hour or greater than twenty-three (23) miles per hour during the burn period
- vii. burning must be conducted downwind of or at least 300 feet from any structure containing sensitive receptors (humans, livestock, and sensitive live vegetation) located on adjacent properties unless prior written approval is obtained from the adjacent occupant.

The authority to conduct outdoor burning under this guideline does not exempt or excuse any person responsible from the consequences, damages, or injuries resulting from the burning and does not exempt or excuse anyone from complying with all other applicable laws or ordinances, regulations, and orders or governmental entities having jurisdiction, even though the burning is otherwise conducted in compliance with these guidelines. Alternatives to burning should be considered before burning including recycling, composting, mulching, or disposal in a local landfill.

**Section 14.11**

Neither the streets nor the lots within the subdivision shall be used to park or store either temporarily or permanently;

- i. vehicles with more than three (3) axles
- ii. wrecked or inoperable vehicles (operable defined as currently licensed, and registered, inspected and in condition to run) must be kept in approved enclosed structures or screened from view.

This covenant does not preclude a lot owner from performing minor repairs upon such vehicles owned by him located in his driveway or in a garage.

**SECTION XV  
RESTRICTIVE COVENANTS – DWELLINGS**

**Section 15.01**

No dwelling or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee of the Twin Isles POA, as to harmony of external design with existing structures and as to location with respect to topography, finished grade elevation, set back lines and boundary lines. The Board of Directors shall appoint an Architectural Committee comprised of three (3) or more members. A person may not be appointed to the committee who is a current Board member. A majority of Architectural Committee members is required to approve or disapprove submitted plans and specifications. In the event the committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted and acknowledged as received by the committee, approval will not be required and this Section will be deemed to have been fully complied with. Submission of the required documentation shall be mailed or sent electronically to the Architectural Committee using the approved form provided by the committee and must include plans and specifications:

- i. external design and material description.
- ii. survey or similar document showing the location of the structure, topography, finished grade elevation, set back lines and boundary lines.

A decision by the Architectural Committee denying an application may be appealed to the Board. A written notice of the denial must be provided to the owner describing the basis for the denial in reasonable detail and

changes, if any, to the application or improvements required as a condition to approval; and inform the owner that the owner may request a hearing on or before the 30<sup>th</sup> day after the date the notice was sent to the owner.

The Board shall hold a hearing in compliance with the regulations of the Texas Property Code Chapter 209.

#### **Section 15.02**

No dwelling shall be placed, altered, erected or permitted to remain on said lots other than a single residence, designed and constructed for use by a single family, together with such carport, garage or other structure as may be suitable and proper for use and occupancy of said residence as a single-family dwelling.

#### **Section 15.03**

There are two types of approved dwellings: a fixed house of permanent construction and a mobile or manufactured home of good quality, condition, and appearance.

#### **Section 15.04**

The minimum size dwelling is seven hundred (700) square feet of interior living area, excluding porches, stoops, open or enclosed carports or patios, garages, etc.

#### **Section 15.05**

No building or structure shall be occupied or used until the exterior thereof is completely finished.

#### **Section 15.06**

All mobile and manufactured homes must be completely enclosed from the ground level to the lower portion of the outside walls, so as to maintain a neat appearance and to conceal posts; piers and wheels from outside view, within sixty (60) days after utilities are connected to each mobile and manufactured home.

#### **Section 15.07**

No old, used, existing building or structure, or parts thereof may be moved onto or permitted to remain on any lot without prior approval of the Board. Buildings must be constructed of new material and be maintained in good condition and appearance.

#### **Section 15.08**

No basement, trailers, tent, shack, garage, barn or other outbuilding shall be used as a permanent residence.

#### **Section 15.09**

Prior approval must be obtained from the Board of Directors for the temporary use of any dwelling that does not meet the established standards for a permanent dwelling.

#### **Section 15.10**

No construction of improvements or structure shall remain unfinished for more than Eighteen (18) months after the same has been commenced.

**SECTION XVI  
RESTRICTIVE COVENANTS - SEWER SYSTEMS**

**Section 16.01**

All dwellings must be connected to Kingsland Municipal Utility District in accordance with Kingsland Municipal Utility District rules and standards published by the Lower Colorado River Authority (LCRA).

**Section 16.02**

Not more than one dwelling may be connected to any such sewer system and not more than one such sewer system, or any part thereof, may be placed on or in any lot.

**Section 16.03**

No outside toilet or privy and no cesspool or other individual sewer system may be constructed or used in Twin Isles, except as specifically provided in the two preceding paragraphs.

**SECTION XVII  
RESTRICTIVE COVENANTS - SET BACK LINES**

**Section 17.01**

No residential structure shall be located:

- i. nearer to the front lot line than twenty (20) feet
- ii. nearer to a side street line than ten (10) feet
- iii. nearer to a side or rear lot line than five (5) feet

**SECTION XVIII  
RESTRICTIVE COVENANTS – EASEMENTS**

**Section 18.01**

Perpetual easements are reserved along and within five (5) feet of the rear line, front line, and side lines of all lots in this subdivision for the construction and maintenance of utilities. These utilities include:

- i. conduits poles, wires and fixtures for electric lights and telephones
- ii. water mains, sanitary and storm sewers, and road drains
- iii. other public and quasi-public utilities

**Section 18.02**

Employees of said utilities are granted the right to trim any trees that at any time may interfere or threaten to interfere with the maintenance or operation of such utilities. They are also granted the right of ingress into, egress from, and to cross said premises in order to maintain utilities.

**Section 18.03**

In case of fractional lots, said easements will also extend along all owners' side and rear property lines.

#### **Section 18.04**

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires carried by such pole lines pass over some portions of said lots not within the five-foot-wide strip, as long as such lines do not hinder the construction of buildings or location of mobile or manufactured homes on any lots in this subdivision.

### **SECTION XIX RESTRICTIVE COVENANTS – AUTHORITY**

#### **Section 19.01**

These Restrictive Covenants have been proposed and approved by the requisite number of owners in the subdivision and are consistent with the provisions of the Texas Property Code.

### **SECTION XX RESTRICTIVE COVENANTS – COMPLIANCE**

#### **Section 20.01**

In addition to complying with the purposes of the POA as set forth in our Charter, complying with the principles, policies and restrictions in our Covenants; and complying with the operational procedures of these By-Laws; each member of this POA and each member of its Board of Directors are enjoined to act in accordance with what is legal, considerate, proper, advisable, necessary and in the best interest of this POA. It is only through such exemplary conduct on the part of all members of this POA that we can achieve our announced goals of insuring good health standards, property values and appearances, and thus make Twin Isles a pleasant and profitable place in which to live.

### **SECTION XXI RESTRICTIVE COVENANTS – ENFORCEMENT**

#### **Section 21.01**

The Board of Directors shall be authorized to enforce the restrictive covenants of the subdivision by, among other things injunctive relief, the imposition of fines and liens for the payment of fines and the reimbursement of amounts incurred by the POA in correcting noncompliance, including attorneys' fees actually incurred in the enforcement. The Board shall also have the right to enforce its liens through judicial foreclosure of the property subject to the lien.

#### **Section 21.02**

The best way to attain our goals of insuring good health standards, property values and appearances and making Twin Isles a pleasant and profitable place in which to live is for all members of this POA to work together towards those ends. For example, if any member feels that someone is not complying with the spirit and provisions of our Covenants or By-Laws, those two property owners are encouraged to talk the problem over and reach a solution. If such a talk does not provide a solution, either or both owners are invited to appear before the Board of Directors which will make a sincere effort to adjudicate the problem to the satisfaction of both parties.

### Section 21.03

**Suspension of Privileges/Fines;** In the event of a violation of the Declaration, By-Laws, of any rules regulations of the POA, the Board of Directors, acting on behalf of the POA, in addition to any other remedies provided by the Declaration, By-Laws, or rules and regulations and remedies available pursuant to state statute or other law, may:

- i. suspend or condition the right of an Owner and any tenants, occupants, or guest to use of facilities (including all or part of any common areas) owned, operated, or managed by the Association;
- ii. not suspend an Owner's voting privileges in the POA as an Owner;
- iii. record a notice of non-compliance encumbering the Lot
- iv. levy a damage assessment against a Lot
- v. levy late fees, collection costs and/or deed restriction enforcement costs (including attorney's fees) against a Lot
- vi. assess a fine against the Lot Owner and Lot for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Directors
- vii. enforce any lien through judicial foreclosure
- viii. seek injunctive relief

The POA must notify the Owner by certified mail prior to any suspension of privileges or fines. The notice must describe the violation or property damage that is the basis for the suspension action, charge or fine and state any amount due the association. In addition, the notice must advise the owner of the period to cure the violation and avoid the fine or suspension; and that the owner may request a hearing on or before the 30<sup>th</sup> day after the date the notice was mailed to the owner.

### Section 21.04

**Attorney Fees:** the POA may assess reasonable attorney's fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, By-Laws, or rules, provided any requirements per state law are met.

### Section 21.05

**Non-Waiver No failure to enforce** the By-Laws, rules, or procedures shall constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, By-Laws, and rules are cumulative and not exclusive.

### Section 21.06

**Application of Payments:** Payments from the owner shall be applied to owner's debt in the following order of priority:

- 1) any delinquent assessment;
- 2) any current assessment;
- 3) any reasonable attorney's fees
- 4) any reasonable fines assessed; and
- 5) any other reasonable amount owed to the association.

If at the time a payment is received, the owner is in default under a payment plan, the POA is not required to apply the payment in the order of priority specified above; and a fine assessed by the POA may not be given priority over any other amount owed.

## Section 21.07

### Standard Violation/Fines;

- i. Non-monetary violations: For the first violation, a warning letter will be sent. If the violation is not cured within thirty (30) days, a second violation notice will be sent. If the violation is not cured in response to this notice, a third violation notice will be sent certified mail, return receipt requested and inform the owner that a fine will be assessed if the violation is not cured by a certain date.
- ii. Monetary violations: A late fee in the amount of \$25 for all dues not paid within 30 days of the due date, and for other overdue amounts,
- iii. The Board reserves the right to deviate from this standard violation procedure on a case-by-case basis including the right to send additional warning letters or accelerate or slow down the procedure depending on the particular circumstances, including foregoing warning letters to the extent allowed by law if in its sole opinion such deviation is warranted. The Board may take into account any special circumstances when making decisions (such as temporary financial hardship being experienced by the owner) and may authorize payment plans for delinquent owners in its discretion.
- iv. Examples of standard violations and fines are: (with the Board having the right to vary fines in its reasonable discretion):
  - a. yard maintenance, \$50.00 per mowing of one lot
  - b. unapproved architectural improvements or alterations, \$100.00 per month, or any portion thereof.

## Section 21.08

The Property Owners Association shall have the right to enter upon an owner's property to remedy a violation of the covenants or to protect the owner's property or an adjoining property from imminent damage.

## Section 21.09

The Board of Directors shall be authorized to grant variances from compliance with Sections XIV, XV, XVI, VII and XVIII of the Declaration when circumstances such as topography, natural obstructions, hardship, or aesthetics or environmental consideration may, in its sole and absolute discretion warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration, or any plat shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Declaration or of any Supplemental Declaration, or of any plat for any purpose except as to the particular property and in the particular property and in the particular instance covered by this variance.

## SECTION XII MISCELLANY

### Section 22.01

This POA shall operate on a fiscal year basis. Each fiscal year shall begin July first (1st), and end at midnight on June (30th) of the next calendar year.

### Section 22.02

When the Twin Isles Property Owners Association, Inc. is disbanded, any funds remaining in the treasury shall be used for the improvement of the park, roads or both.

### **Section 22.03**

The masculine form of personal pronoun is used in these By-Laws and Covenants for convenience only and shall be construed to include the feminine also.

### **Section 22.04**

Robert's Rules of Order, Revised, shall govern Parliamentary procedure at all meetings of this POA, its Board of Directors, and all other official committees or groups of members. The Secretary shall procure and maintain an up-to date copy of the Robert's Rules of Order and have it available at all meetings.

### **Section 22.05**

No member of this POA shall be held liable for the wrongful acts, conduct or omissions of any other member, nor for personal injury or property damage suffered by any other member or any other person while that member or other person is within Twin Isles.

### **Section 22.06**

No member of this POA shall have authority to bind the POA to any contract without the express written consent of the Board of Directors reflecting a majority vote of the Board and signed by two (2) Board members, normally the President or Vice President and the Treasurer. Any contract over \$50,000.00 requires a minimum of three bids. Members of the POA may submit a bid under certain restrictions.

### **Section 22.07**

Each member of the POA shall have the right to see any official record kept by the Secretary, and the Treasurer of the Board of Directors. The procedure is to telephone, write or ask in person for an appointment with the proper custodian (Secretary or Treasurer) stating what information is desired. If the member fails to obtain the desired information, he may contact other members of the Board of Directors for assistance

### **Section 22.08**

The invalidation of any portion of these By-Laws or Covenants by judgment of any court shall in no way affect any other portions of these By-Laws or Covenants that remain in full force and effect.

### **Section 22.09**

The Secretary shall provide upon request and payment of a charge for reproduction and/or printing, a copy of the current restrictive covenants and By-Laws of the Subdivision and the POA.

### **Section 22.10**

These By-Laws and Covenants become effective when by a majority of the Board of Directors and ratified by a majority of the Twin Isles Property Owners, or by a majority of those owners attending the regular annual meeting, provided a quorum is present at that time.

## SECTION XXIII APPLICATION

### Section 23.01

All property owners in Twin Isles automatically become members of TWIN ISLES PROPERTY OWNERS ASSOCIATION and all future owners become members automatically at the time that they become Twin Isles Property Owners.

### Section 23.02

All restrictive covenants and easements are for the benefit of the entire subdivision and when approved by the owners of the majority of the lots in the subdivision, shall become binding upon each present lot owner and each future purchaser of a lot, their successors, heirs and assigns.

### Section 23.03

All of the restrictive covenants and easements are deemed as covenants running with the land, and when such lot or lots are conveyed, the same shall be conveyed subject to these restrictive covenants and easements herein.

### Section 23.04

When these restrictive covenants and easements are referred to in any deed or conveyance to any lot or lots in this subdivision it shall be of the same force and effect as if these restrictive covenants and easements were written in full in such conveyance and each deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, restrictive covenants and easements as herein set forth.

### Section 23.05

If the owner of any lot in this subdivision, or any other person, shall violate any of the covenants or easements herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or easement and either to prevent him or them from so doing or to recover damages or other dues for such violation.

### Section 23.06

These Restrictive Covenants and Easement of Twin Isles shall be effective when approved by a majority vote of the property owners of Twin Isles. Where property in Twin Isles is jointly owned by a couple or by a group of people, only one person may cast a vote for that property.

### Section 23.07

Invalidation of any one or more of these restrictive covenants and easements by judgment of any court shall in no way affect any of the other restrictive covenants and easements herein contained, which shall remain in full force and effect.

### **Section 23.08**

The above and foregoing restrictive covenants and easements, declarations, reservations, limitations, protective covenants, easements and restrictions may be amended only by vote of the Twin Isles Property Owners, with the majority of votes cast determining the result of the of the balloting and each property owners being entitled to cast one vote no matter how many lots owned.

### **Section 23.09**

This revision of the Restrictive Covenants and Easements shall take precedent over all formerly recorded Restrictive Covenants and Easements recorded in Deed of Records in Burnet County

### **Section 23.11**

Contact information for the Association is:

TWIN ISLES PROPERTY OWNERS ASSOCIATION, INC  
P.O. BOX 1112  
KINGSLAND, TX 78639-1112  
E-mail: [Board@twin-isles.com](mailto:Board@twin-isles.com)  
Website: [www.twin-isles.com](http://www.twin-isles.com)

## **SECTION XXIV RECORD RETENTION AND PRODUCTION POLICY**

### **Section 24.01**

The POA shall retain records in accordance with the provisions of Texas Property Code section 209.0050 as follows:

- i. certificates of formation, By-Laws, restrictive covenants, and all amendments to the certificates of formation, By-Laws, and covenants shall be retained permanently
- ii. financial books and records shall be retained for seven (7) year
- iii. account records of current owners shall be retained for five (5) years
- iv. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term
- v. minutes of meetings of the owners and of the Board shall be retained for seven (7) years
- vi. tax returns and audit records shall be retained for seven (7) years

### **Section 24.02**

The Records Production Policy of the Association is:

- i. The POA shall make its books and records open to and reasonably available for examination in accordance with section 209.005 of the Texas Property Code
- ii. Copies of records made available in accordance with section 209.005 of the Texas Property Code shall be made available to owners upon their proper request and at their expense. A proper request:
  - a. is sent certified mail to the POA's address as reflected in its most recent management certificate
  - b. is from an owner, or the owner's agent, attorney, or certified public accountant and
  - c. contains sufficient detail to identify the records being requested.
- iii. Owners may request to inspect the books and records or may request copies of specific records as follows:

- a. If the owner makes a request to inspect the books and records, the POA will respond within ten (10) business days of the request, providing the dates and times the records will be made available and the location of the records. The POA and the owner shall arrange for a mutually agreeable to conduct the inspection. The POA shall provide the owner with of specific documents upon the owner paying the POA the cost thereof.
- b. If the owner makes requestor copies of specific records, and the POA can provide the owner with copies easily or with no cost, then the POA will provide the records to the owner within ten (10) business days of receipt of the owner's request.
- c. If the owner makes a request for copies of specific records, -the POA shall send a response letter advising of the date that the records will be made available (within fifteen (15) days) and the cost the owner must pay before the records will be provided. Upon paying the cost to provide the records, the POA shall provide the records to the owner
- iv. The POA adopts the following schedule of costs:
  - a. Copies:
    - i. ten (10) cents per page, for a letter-size copy
    - ii. fifty (50) cents per page, for pages of legal size or larger
    - iii. Actual cost for each specialty copy (color, photograph, map, etc.)
    - iv. one (1) dollar for each CD or audio cassette
    - v. three (3) dollars for each DVD
  - a. Labor
    - i. fifteen (15) dollars per hour for actual time to locate, compile, and copy the records
  - b. Overhead/Administrative cost:
    - i. twenty (20) percent of the total labor charge
  - c. Materials:
    - i. actual cost

ADOPTED by a majority vote of the Owners on July 30, 2022,

TWIN ISLES PROPERTY OWNERS ASSOCIATION, INC.

By:   
David Allard, President

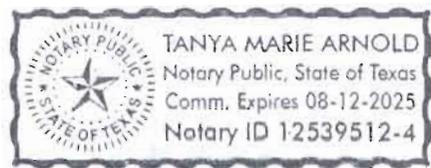
STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on this the 26th day of January, 2022, <sup>23</sup>  
David Allard, President of the Board of Directors of Twin Isles Property Owners Association, Inc., on behalf of said Association

  
Notary Public, State of Texas

After filing, please return to:

Twin Isles Property Owners Association, Inc.  
PO Box 1112  
Kingsland, TX 78639-1112





FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Vicinta Stafford*  
Vicinta Stafford, County Clerk

Burnet County Texas  
1/26/2023 2:50:57 PM

FEE: \$130.00                      202300899  
BL

