

CONSTITUTION

## FLAT CREEK COVE ASSOCIATION

PREAMBLE

WE, THE PROPERTY OWNERS OF THE FLAT CREEK COVE SUBDIVISION, A PART OF THE MIGUEL CORTINAS SURVEY, ABSTRACT #5, IN HENDERSON COUNTY, TEXAS, REALIZE THAT IN ORDER TO INSURE ORDERLY IMPROVEMENT, TRANQUILITY AND PROTECTION OF PROPERTY RIGHTS AND VALUES, HEREBY BAND TOGETHER IN A SINGLE BODY WITH A SINGULAR PURPOSE IN MIND.

REALIZING THAT THE PRESERVATION OF OUR FREEDOM AND THE ADVANCEMENT OF KEEPING A DESIRABLE COMMUNITY REQUIRE THAT OUR CIVIL RIGHTS AND PERSONAL WELL-BEING BE PROTECTED, WE PLEDGE OURSELVES TO PERPETUATE OUR ASSOCIATION AND TO WORK CONCERTEDLY WITH EACH OTHER AND THE GOVERNING COMMITTEE, AS WELL AS WITH OTHER ORGANIZATIONS, FOR THE ADVANCEMENT OF THE OBJECTIVES HEREIN SET FORTH.

ARTICLE ISECTION 1

THE ORGANIZATION SHALL BE KNOWN AS THE FLAT CREEK COVE ASSOCIATION. IT SOMETIMES WILL BE REFERRED TO AS THE ASSOCIATION. PURCHASE OF PROPERTY IN FLAT CREEK COVE AUTOMATICALLY MAKES THE PURCHASER OF SUCH PROPERTY A MEMBER OF THE ASSOCIATION.



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ARTICLE II

SECTION 1

IT SHALL BE THE OBJECT OF THIS ASSOCIATION TO REPRESENT, PROTECT, MAINTAIN AND ADVANCE THE INTEREST OF ALL PROPERTY OWNERS WHO ARE MEMBERS OF THIS ASSOCIATION.

ARTICLE III

SECTION 1

THE ELECTED OFFICERS OF THIS ASSOCIATION SHALL BE THE PRESIDENT, SECRETARY AND THREE MEMBERS AT LARGE. SUCH OFFICERS SHALL BE ELECTED IN ACCORDANCE WITH AND SHALL SERVE FOR SUCH TERMS AS PROVIDED FOR IN PARAGRAPH SIX OF THE BYLAWS WHICH ARE APPENDED HERETO.

SECTION 2

NO INDIVIDUAL SHALL BE ELIGIBLE TO HOLD OFFICE UNLESS HE OR SHE IS A BONAFIDE OWNER OF PROPERTY IN THE SUBDIVISION DESCRIBED IN THE PREAMBLE TO THIS CONSTITUTION.

SECTION 3

DUTIES OF THE PRESIDENT

- A) PRESIDE AT ALL REGULAR AND SPECIAL MEETINGS OF THE GOVERNING COMMITTEE.
- B) PRESERVE ORDER AND ENFORCE THE CONSTITUTION AND BYLAWS OF THE ASSOCIATION.
- C) BE AN EX-OFFICIO OF ALL COMMITTEES, BUT SHALL HAVE NO VOTE AT THE MEETINGS AT WHICH HE PRESIDES, EXCEPT IN THE CASE OF A TIE VOTE.



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- D) APPOINT ALL SPECIAL COMMITTEES WHEN AN ELECTION OF SAME IS NOT CALLED FOR.
- E) SIGN CHECKS IN THE ABSENCE OF THE SECRETARY.
- F) BE RESPONSIBLE TO THE COMMITTEE FOR HIS ACTIONS.
- G) SEE THAT ALL OFFICERS PERFORM THEIR DUTIES IN AN ORDERLY AND SATISFACTORY MANNER ACCORDING TO THIS CONSTITUTION.

SECTION 4DUTIES OF THE SECRETARY

- A) THE SECRETARY SHALL ASSIST THE PRESIDENT IN THE PERFORMANCE OF ALL HIS DUTIES AND ACT IN HIS ABSENCE.
- B) BE PRIMARILY RESPONSIBLE FOR SIGNING ALL CHECKS.
- C) KEEP ALL RECORDS BELONGING TO AND PERTAINING TO THE ASSOCIATION.
- D) MAINTAIN AN UP-TO-DATE MAILING LIST OF ALL MEMBERS.
- E) BE RESPONSIBLE FOR ALL CORRESPONDENCE OF THE ASSOCIATION.
- F) RECEIVE, DEPOSIT AND ACCOUNT FOR ALL MONIES PAID AND DISBURSED BY THE ASSOCIATION.
- G) PROCURE AND FURNISH ALL SUPPLIES PERTAINING TO THE ASSOCIATION.
- H) PAY ALL BILLS AS AUTHORIZED BY THE GOVERNING COMMITTEE.
- I) GIVE ACCOUNT OF ALL ASSOCIATION EXPENDITURES.
- J) FURNISH ALL REPORTS REQUIRED BY THE BYLAWS.

- K) PERFORM ALL SUCH OTHER DUTIES AS MAY BE NECESSARY FOR THE PROPER AND EFFECTIVE ADMINISTRATION OF THE AFFAIRS OF THE ASSOCIATION, WITH THE APPROVAL OF THE COMMITTEE.

SECTION 5

DUTIES OF THE MEMBERS AT LARGE

- A) ATTEND REGULAR AND SPECIAL MEETINGS OF THE GOVERNING COMMITTEE.
- B) ASSIST THE PRESIDENT AND THE SECRETARY IN ENFORCING THE CONSTITUTION AND BYLAWS OF THE ASSOCIATION.
- C) CHECK THE ACTIVITIES OF THE PRESIDENT AND THE SECRETARY IN ORDER TO IMPROVE THE FUNCTIONING OF THEIR RESPECTIVE POSITIONS AND THE GOVERNING COMMITTEE AS A WHOLE.
- D) AUDIT ALL BOOKS AND RECORDS OF THE ASSOCIATION ANNUALLY IN AUGUST AND RENDER A WRITTEN REPORT TO THE PRESIDENT AS TO THE RESULTS OF SUCH AUDIT. SUCH REPORT IS TO BE SUBMITTED TO THE PRESIDENT NOT LATER THAN THE LAST DAY OF AUGUST OF EACH YEAR.



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- E) INVENTORY ALL PROPERTIES OWNED BY THE ASSOCIATION AND SUBMIT A WRITTEN VERIFICATION OF SUCH INVENTORY, INCLUDING ANY DISCREPANCIES FOUND TO EXIST BETWEEN PROPERTY ON HAND AND THE RECORDS OF THE SECRETARY. SUCH INVENTORY WILL INCLUDE ALL MONIES BELONGING TO THE ASSOCIATION. SUCH INVENTORY WILL BE CONDUCTED ANNUALLY IN AUGUST AND SUCH REPORT WILL BE SUBMITTED TO THE PRESIDENT IN WRITING NOT LATER THAN THE LAST DAY OF AUGUST OF EACH YEAR. THE AUDIT REQUIRED BY SECTION 5(D) MAY BE COMBINED WITH THE REPORT REQUIRED BY THIS SECTION OF THE CONSTITUTION.

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SECTION 6

RECALL OF OFFICERS

- A) IN THE EVENT AN OFFICER IS IMPROPERLY CONDUCTING THE DUTIES OF HIS OFFICE OR FAILS TO PERFORM HIS DUTIES, HE SHALL BE RECALLED BY EITHER OR BOTH OF THE FOLLOWING:
1. UNANIMOUS DECISION OF THE OTHER MEMBERS OF THE GOVERNING COMMITTEE, OR



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2. BY VOTE AT A SPECIAL MEETING OF THE MEMBERSHIP. SUCH SPECIAL MEETING IS TO BE CALLED IN RESPONSE TO A PETITION SIGNED BY 25% OF THE MEMBERSHIP AND PRESENTED TO A MEMBER OF THE GOVERNING COMMITTEE. UPON RECEIPT OF SUCH PETITION, THE PRESIDENT OR SECRETARY WILL CALL A SPECIAL MEMBERSHIP MEETING WITHIN 30 CALENDAR DAYS OF RECEIPT OF SUCH PETITION, AT WHICH TIME A VOTE WILL BE TAKEN AND APPROVAL OR DISAPPROVAL OF SUCH RECALL WILL BE DECIDED BY A SIMPLE MAJORITY VOTE OF THOSE PRESENT. NOTICE OF SUCH SPECIAL MEETING WILL BE MAILED TO ALL MEMBERS OF THE ASSOCIATION NOT LESS THAN FIFTEEN DAYS PRIOR TO THE DATE OF THE ELECTION. AT SUCH MEETING, NO OTHER BUSINESS WILL BE CONDUCTED NOR SHALL ANY OTHER SUBJECT BE OFFICIALLY DISCUSSED.

#### ARTICLE IV

##### SECTION 1

##### THE GOVERNING COMMITTEE

- A) THE GOVERNING COMMITTEE SHALL CONSIST OF ALL THE ELECTED OFFICERS AS LISTED IN ARTICLE III.

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- B) THE GOVERNING COMMITTEE SHALL PERFORM ALL THE DUTIES NECESSARY TO THE PROPER ADMINISTRATION OF THE AFFAIRS OF THE ASSOCIATION CONSISTENT WITH THE CONSTITUTION. HEREINAFTER, THE GOVERNING COMMITTEE MAY BE REFERRED TO AS THE COMMITTEE.
- C) THREE MEMBERS OF THE COMMITTEE SHALL CONSTITUTE A QUORUM.
- D) ALL DECISIONS OF THE COMMITTEE SHALL BE BY A MAJORITY VOTE OF THE MEMBERS PRESENT. ALL MEMBERS PRESENT, EXCEPT FOR THE CHAIRMAN, ARE REQUIRED TO VOTE ON EVERY MOTION. IN CASE OF A TIE VOTE, THE PRESIDENT WILL CAST THE DECIDING VOTE.
- E) THE COMMITTEE AT ANY TIME MAY REQUIRE FROM ANY OFFICER A FULL AND DETAILED ACCOUNTING OF ANY ACTION OR BUSINESS DONE IN THE NAME OF THE ASSOCIATION.
- F) DETERMINE THE FINANCIAL ARRANGEMENTS NECESSARY TO ENSURE THAT THE BUSINESS OF THE ASSOCIATION FUNCTIONS IN AN ORDERLY FASHION.
- G) PURCHASE, ADMINISTER AND MANAGE ALL REAL PROPERTY, REAL ESTATE AND ALL PHYSICAL ASSETS OF THE ASSOCIATION.
- H) APPROVE REIMBURSEMENT FOR ALL LEGITIMATE EXPENSES INCURRED ON ASSOCIATION BUSINESS.
- I) SHALL MEET NOT LESS FREQUENTLY THAN QUARTERLY, AT SUCH TIME AND PLACE AS IS MUTUALLY AGREED UPON BY THE COMMITTEE.



SECTION 1MEMBERSHIP MEETINGS

- A) REGULAR MEMBERSHIP MEETINGS WILL BE HELD ANNUALLY IN ACCORDANCE WITH PARAGRAPH 6 OF THE BYLAWS.
- B) SPECIAL MEMBERSHIP MEETINGS MAY BE CALLED BY THE PRESIDENT, THE COMMITTEE, OR BY PETITION OF 25% OR MORE MEMBERS FOR THE TRANSACTION OF ANY SPECIAL BUSINESS. NOTICE OF ANY SPECIAL MEETING SHALL BE GIVEN BY THE PRESIDENT AT LEAST FIFTEEN CALENDAR DAYS PRIOR TO SUCH MEETING. SUCH NOTICE WILL BE MADE BY MAIL ADDRESSED TO THE ADDRESS ON RECORD IN THE FILES OF THE SECRETARY. THE NOTICE SHALL SET FORTH SPECIFICALLY THE PURPOSE OF THE MEETING AND NO OTHER BUSINESS SHALL BE TRANSACTED.
- C) A QUORUM OF SEVENTEEN MEMBERS OF THE ASSOCIATION MUST BE PRESENT AT ANY MEETING FOR THE TRANSACTION OF ANY BUSINESS.
- D) ROBERTS RULES OF ORDER SHALL GOVERN ALL PARLIAMENTARY PROCEDURES OF THE ASSOCIATION.
- E) THE COMMITTEE SHALL MEET DURING THE WEEK PRECEDING THE REGULAR MEMBERSHIP MEETING TO PREPARE THE AGENDA FOR THE MEMBERSHIP MEETING.

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ARTICLE VISECTION 1ELECTION OF OFFICERS

- A) AT THE REGULAR MEETING HELD IN SEPTEMBER, THE COMMITTEE WILL SUBMIT A LIST OF RECOMMENDED NOMINATIONS TO THE MEMBERSHIP FOR THEIR CONSIDERATION. SUBSEQUENTLY, ANY MEMBER MAY NOMINATE ANY OTHER PERSON FOR ANY OFFICE FROM THE FLOOR. AT LEAST ONE OFFICER WILL BE A FULL TIME RESIDENT OF FLAT CREEK COVE.
- B) THE ORDER OF NOMINATIONS SHALL BE PRESIDENT, SECRETARY AND THREE MEMBERS AT LARGE.
- C) NOMINATIONS MAY BE MADE BY PROXY, PROVIDED THE PERSON UNABLE TO ATTEND HAS GIVEN HIS PROXY A WRITTEN AUTHORIZATION TO ACT FOR HIM AND SUCH AUTHORIZATION IS PRESENTED TO THE PRESIDENT PRIOR TO OR AT THE TIME OF NOMINATION.
- D) NOMINEES FOR OFFICE MUST BE PRESENT AT THE ANNUAL MEETING IN ORDER TO ACCEPT OR DECLINE NOMINATION, AS THE CASE MAY BE. ACCEPTANCE BY PROXY CAN BE MADE, PROVIDED IT IS DONE IN THE SAME MANNER AS PROXY NOMINATIONS ARE HANDLED AS CITED IN SECTION 1(C).

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- E) BALLOT SHALL BE BY "SHOW OF HANDS" AND COUNT TAKEN AT THE MEETING. IN CASE OF A TIE VOTE, A RUN-OFF WILL BE CONDUCTED ON THE SPOT. OFFICERS WILL BE ELECTED BY SIMPLE MAJORITY VOTE OF THOSE PRESENT, INCLUDING PROXY VOTES. ONLY ONE VOTE PER PROPERTY OWNER IS PERMITTED, I.E., HUSBAND AND WIFE SHALL BE ALLOWED ONLY ONE VOTE BETWEEN THEM.

SECTION 2

TERMS OF OFFICE

- A) THE TERMS OF OFFICE OF ALL OFFICERS SHALL BE FOR ONE YEAR. NEWLY ELECTED OFFICERS WILL TAKE OFFICE ON OCTOBER 1ST, IMMEDIATELY FOLLOWING THE ELECTION.
- B) ALL BOOKS, RECORDS, KEYS, MONEY AND ALL OTHER PROPERTIES OF THE ASSOCIATION SHALL BE DELIVERED TO THE NEWLY ELECTED OFFICERS UPON THEIR INDUCTION INTO OFFICE ON OCTOBER 1ST.
- C) VACANCIES IN OFFICE OF MORE THAN SIX MONTHS SHALL BE FILLED BY NOMINATIONS AND ELECTIONS AS SOON AS IS PRACTICAL, BUT NO LATER THAN THIRTY CALENDAR DAYS SUBSEQUENT TO THE DATE THE VACANCY OCCURS. NOMINATIONS AND ELECTIONS TO FILL VACANCIES SHALL BE CONDUCTED IN ACCORDANCE TO THE PROCEDURE CONTAINED IN THIS ARTICLE INSOFAR AS APPLICABLE. VACANCIES OF SIX MONTHS OR LESS OF AN UNEXPIRED TERM SHALL BE FILLED BY APPOINTMENT OF THE PRESIDENT AND SUBJECT TO CONFIRMATION BY THE COMMITTEE.

SECTION 1FUNDS AND PROPERTY

OFFICERS AND MEMBERS OF THE ASSOCIATION SHALL NOT BE LOANED FUNDS OF THE ASSOCIATION, NOR SHALL THEY USE FUNDS OF THE ASSOCIATION FOR PURPOSES NOT RELATED TO THE OFFICIAL ACTIVITIES OF THE ASSOCIATION.

SECTION 2

THE FUNDS OF THE ASSOCIATION ARE TO BE HELD IN TRUST FOR THE BENEFIT OF THE MEMBERSHIP AND SHALL NOT BE LOANED, INVESTED, OR OTHERWISE DEALT WITH IN A MANNER WHICH INJURES TO THE PERSONAL PROFIT OR BENEFIT OF ANY OFFICER OR MEMBER OF THE ASSOCIATION, EXCEPT FOR THE LEGITIMATE SERVICES PROVIDED TO THE ASSOCIATION. THE ASSOCIATION WILL NOT INVEST IN OR MAKE LOANS TO ANY BUSINESS ENTERPRISE PROVIDED, HOWEVER, THAT ASSOCIATION FUNDS MAY BE USED TO PURCHASE INTEREST BEARING CERTIFICATES OR SECURITIES IN THE NAME OF THE ASSOCIATION IF SUCH PURCHASE IS APPROVED BY THE COMMITTEE.

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ARTICLE VIIISECTION 1AMENDMENTS

ANY PART OF THIS CONSTITUTION CAN BE AMENDED BY A TWO-THIRDS MAJORITY VOTE OF THE MEMBERS PRESENT AND VOTING AT ANY REGULAR MEMBERSHIP MEETING, PROVIDED THAT THE PROPOSED AMENDMENT HAS BEEN MADE KNOWN TO ALL MEMBERS BY MAIL NOT LESS THAN THIRTY DAYS PRIOR TO SUCH MEETING. IN ADDITION, ANY PART OF THIS CONSTITUTION CAN BE AMENDED BY A TWO-THIRDS MAJORITY VOTE OF THE MEMBERS PRESENT AT ANY SPECIAL MEETING CALLED FOR THAT SPECIFIC PURPOSE.

IN ORDER TO ENSURE THE PRESENT AND FUTURE OWNERS THAT FLAT CREEK COVE SUBDIVISION, A PART OF THE MIGUEL CORTINAS SURVEY, ABSTRACT #5 IN HENDERSON COUNTRY, TEXAS, WILL BE IMPROVED INTO A DESIRABLE SECTION, THE FLAT CREEK COVE ASSOCIATION DOES HEREBY IMPRESS SAID PROPERTY WITH THE RESTRICTIVE COVENANTS HEREINAFTER SET FORTH, WHICH SAID COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PERSONS, THEIR HEIRS AND ASSIGNS, PURCHASING OR ACQUIRING LOTS IN SAID SUBDIVISION, FROM, BY OR THROUGH IT.

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- A) NONE OF SAID LOTS ABOVE SHALL BE USED FOR ANY BUSINESS, COMMERCIAL, INDUSTRIAL, TRADE OR PROFESSIONAL PURPOSES. RESERVED AREAS SET ASIDE BY FLAT CREEK COVE, INC., ARE NOT INCLUDED IN AFOREMENTIONED RESTRICTIONS.
- B) ALL LOTS SHALL BE RESTRICTED TO A SINGLE FAMILY HOUSE OR MOBILE HOME WITH CUSTOMARY OUT BUILDINGS.
- C) NO OUTDOOR TOILETS SHALL BE CONSTRUCTED OR USED ON ANY OF SAID LOTS AS THE PERMANENT OR REGULAR TOILET OF THE OCCUPANTS OF SUCH LOT. ALL TOILETS INSTALLED ON PROPERTY IN FLAT CREEK COVE ASSOCIATION MUST EMPTY INTO PROPERLY INSTALLED SEPTIC TANKS WITH PROPERLY INSTALLED FIELD LINES, WITH THE EXCEPTION OF PORTABLE POTS, WHICH MAY BE USED DURING BUILDING CONSTRUCTION.
- D) NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- E) NO RESIDENCE OR DWELLING HOUSE SHALL BE PLACED ON ANY OF THE LOTS ABOVE DESCRIBED MADE OUT OF ANY OLD BUS BODY, SHANTY OR SHACK AND IN THE EVENT AN EXISTING STRUCTURE IS MOVED ONTO THE LOT, IT MUST MEET WITH WRITTEN APPROVAL OF THE COMMITTEE OF FLAT CREEK COVE ASSOCIATION.



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- F) THE FLAT CREEK COVE ASSOCIATION COMMITTEE SHALL CONSIST OF A PRESIDENT, SECRETARY-TREASURER AND THREE (3) COMMITTEE MEMBERS. THIS COMMITTEE WILL BE ELECTED ON AN ANNUAL BASIS BY THE OWNERS OF LOTS IN SAID SUBDIVISION. THIS ELECTION IS TO TAKE PLACE ON THE LAST SATURDAY OF SEPTEMBER, ANNUALLY, AT FLAT CREEK COVE AND MAY BE CONDUCTED BY MAILED BALLOT. THE FUNCTIONS OF THIS COMMITTEE SHALL BE TO SUPERVISE THE WATER SYSTEM AS WELL AS ROAD AND STREET MAINTENANCE.
- G) NO WATER WELL SHALL BE DRILLED UPON ANY OF SAID LOTS BY THE OWNERS THEREOF, AS LONG AS WATER FOR DOMESTIC USES IS AVAILABLE TO THE OWNERS OF SAID LOTS.
- H) AN EASEMENT IS RESERVED FOR UTILITY INSTALLATIONS AND MAINTENANCE OVER THE FRONT, SIDE AND REAR FIVE (5) FEET OF EACH LOT. GUY WIRES MAY BE CONSTRUCTED WHERE REQUIRED.
- I) THE OUTSIDE SHELL OF ANY DWELLING, INCLUDING THE ROOF, SHALL BE COMPLETED WITHIN SIX (6) MONTHS FROM THE TIME OF THE BEGINNING OF CONSTRUCTION OF SAID DWELLING HOUSE.



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- J) THE OWNER OF EACH LOT SHALL KEEP THE SAME CLEAN AND FREE OF WEEDS AND DEBRIS, SUCH AS WILL BE IN KEEP-  
ING WITH THE OTHER PROPERTY IN THE COMMUNITY. UPON  
FAILURE TO DO THIS, THE COMMITTEE OF SAID ADDITION,  
AT ITS OPTION, MAY HAVE THE LOT CLEANED AND THE  
EXPENSE SHALL BE PAYABLE BY THE OWNER OF SAID LOT  
TO THE FLAT CREEK COVE ASSOCIATION UPON DEMAND.  
BEFORE COMMENCING CLEAN UP ON ANY LOT, IT WILL BE  
THE RESPONSIBILITY OF THE FLAT CREEK COVE ASSOCIA-  
TION TO NOTIFY SAID OWNER IN WRITING FIFTEEN (15)  
DAYS BEFORE ACTION IS TO BE TAKEN.
- K) A SPEED LIMIT OF FIFTEEN (15) MPH IS TO BE OBSERVED  
BY EVERYONE AT ALL TIMES. NECESSARY SIGNS WILL BE  
POSTED DECLARING THE SAME.
- L) THE DISCHARGE OF FIREARMS, INCLUDING BB GUNS, PEL-  
LET GUNS, ETC., IS PROHIBITED WITHIN THE CONFINES  
OF FLAT CREEK COVE SUBDIVISION.
- M) EFFECTIVE JANUARY 1, 1976, EACH LOT OWNER OF FLAT  
CREEK COVE SUBDIVISION SHALL BE ASSESSED A MONTHLY  
MAINTENANCE FEE OF FIVE DOLLARS (\$5.00). THIS FEE  
IS TO BE PAYABLE SIX (6) MONTHS IN ADVANCE, PREFER-  
ABLY ON JANUARY 1ST AND JULY 1ST. ALL PAYMENTS ARE  
TO MADE PAYABLE TO FLAT CREEK COVE ASSOCIATION, P.  
O. BOX 331, CHANDLER, TEXAS, 75758. AS THE EXPENSE  
OF OPERATING THE WATER SYSTEM AND STREET REPAIRS  
MAY FLUCTUATE, THE AMOUNT OF ASSESSMENT MAY VARY  
FROM YEAR TO YEAR. THE ASSESSMENT FEE WILL BE

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DETERMINED EACH YEAR BY THE FLAT CREEK COVE ASSOCIATION COMMITTEE AT ITS FIRST MEETING AFTER ELECTION. THE INCOME FROM THE MAINTENANCE FEE WILL BE DEPOSITED IN CHANDLER STATE BANK, CHANDLER, TEXAS. IT WILL BE THE RESPONSIBILITY OF THE SECRETARY-TREASURER TO FURNISH EACH LOT OWNER A FINANCIAL STATEMENT EACH YEAR DURING THE MONTH OF SEPTEMBER. ALL EXPENDITURES ARE TO BE MADE BY THE PRESIDENT AND THE SECRETARY-TREASURER, WITH APPROVAL OF THE COMMITTEE.

- N) WATER BEING USED FOR COMMERCIAL PURPOSES WILL BE METERED AND THE RATE SET FROM THE EXISTING RATES IN CHANDLER, TEXAS.
- O) USE OF MOTORBIKES AND MOTORCYCLES SHOULD BE WITH COMMON COURTESY TOWARD YOUR NEIGHBORS. MOTORBIKES AND MOTORCYCLES WITH EXCESSIVE NOISE ARE PROHIBITED WITHIN THE CONFINES OF FLAT CREEK COVE SUBDIVISION.
- P) IT WILL BE THE RESPONSIBILITY OF EACH LOT OWNER TO NOTIFY FLAT CREEK COVE ASSOCIATION OF NEW OWNERS IN THE EVENT OF SALE OR TRANSFER OF PROPERTY.
- Q) A BOAT LAUNCH IS AVAILABLE FOR FLAT CREEK COVE LOT OWNERS.

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- R) NO RESIDENTIAL LOT SHALL BE USED FOR THE PURPOSE OF RAISING HOGS, GOATS, SHEEP, RABBITS OR OTHER ANIMALS FOR COMMERCIAL PURPOSES, OR AS A PLACE FOR KEEPING HORSES, MULES, CATTLE OR OTHER ANIMALS, PROVIDED THAT THE OCCUPANTS OF EACH RESIDENCE MAY KEEP THE USUAL AND CUSTOMARY ANIMALS AS "PETS", BUT NO COMMERCIAL CAT OR DOG KENNEL SHALL BE PERMITTED.
- S) IF ANY PERSON OR PERSONS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE RESTRICTIONS AND COVENANTS HEREON, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY LOT IN SAID SUBDIVISION TO PROSECUTE PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH RESTRICTIONS AND COVENANT, EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO CORRECT SUCH VIOLATION OR TO RECOVER DAMAGES OR OTHER RELIEF ALLOWED BY LAW FOR SUCH VIOLATION. INVALIDATION OF ANY ONE OR ANY PART OF THESE RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS OR PART OF PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

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SIGNED THIS THE 29<sup>th</sup> DAY OF October, 1986.

Charles B. Britt  
PRESIDENT

MEMBER AT LARGE

Wanda Blake  
SECRETARY-TREASURER

MEMBER AT LARGE

MEMBER AT LARGE

THE STATE OF TEXAS  
COUNTY OF HENDERSON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Charles B. Britt,  
AND Wanda Blake, KNOWN TO ME TO  
BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME IS EXECUTED FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 29<sup>th</sup> DAY OF October, 86.



Veta J. Curtis  
NOTARY PUBLIC, HENDERSON COUNTY, TEXAS  
Notary Public, State of Texas  
Commission Expires Nov. 18, 89

FILED FOR RECORD THIS 30 DAY OF Oct A.D. 1986 AT 3:41 O'CLOCK PM  
JOE DAN FOWLER CLERK COUNTY COURT HENDERSON CO. TEXAS BY CU DEPUTY



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I, Gwen Moffett, County Clerk in and for Henderson County, Texas, hereby Certify the above to be a true and correct copy as the same appears in my office in Vol. 1177, Page 335  
and Record. Date of issuance 3/13 2002.

By Judy Stewart Deputy

# FLAT CREEK COVE PROPERTY OWNERS ASSOCIATION

## ADDENDUMS TO THE BY-LAWS

In the 1999 Property Owners Meeting:

Members voted to increase the number of Board of Directors members to six. Three of the elected Board Members must live at Flat Creek Cove on a permanent basis. The Board of Directors was given the authority to determine who mows, reads meters and manages water quality as well as setting the monthly pay based on the job requirements.

In the April 2002 Emergency Property Owners Meeting:

Members voted to remove the top of the pier for safety reasons, lock the gate (allowing access to this area to members in good standing only), and set a curfew. Members voted to incorporate Flat Creek Cove. The Board of Directors was given the authority to work with outside entities in order to manage the water system. The Board of Directors was given the authority to prioritize issues concerning the well being of Flat Creek Cove.

In the September 2002 Property Owners Meeting:

Members voted to increase monthly invoice amounts as follows: \$5.00 per month dues increase, \$2.50 per month for one year to pay a fine imposed by Texas Natural Resources Commission, and a one time payment of \$35.00 to aid in road repairs.



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Signed this the 02 day of October, 2003.

Herbert Welch  
President

Fred Bivens  
Vice President

Carolyn Lee  
Secretary - Treasurer

The State Of Texas  
County Of Henderson

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Herbert Welch, Fred Bivens, and Carolyn Lee known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that the same is executed for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this 02 day of October, 2003.



Windy K. Lattis  
Notary Public State of Texas  
Henderson County

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2003 OCT -2 PM 2:19

GWEN MOFFEIT  
COUNTY CLERK  
HENDERSON COUNTY, TEXAS

I, Gwen Mofeit, County Clerk in and for Henderson County, Texas, hereby Certify the above to be a true and correct copy as the same appears in my office in Vol. 02, Page 116.  
Record. Date of issuance 10-20-03

By [Signature] Deputy



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# CUSTOMER SERVICE AGREEMENT

I. PURPOSE. The Flat Creek Cove water system is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the **Flat Creek Cove water system** will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.

II. RESTRICTIONS. The following unacceptable practices are prohibited by State regulations.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

C. No connection which allows water to be returned to the public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between **Flat Creek Cove** (the Water System) and \_\_\_\_\_ (the Customer).

- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

CUSTOMER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_