

AMENDED BYLAWS
OF
EDGEWATER AT CEDAR CREEK LAKE
HOMEOWNER'S ASSOCIATION, INC.

EFFECTIVE OCTOBER 15, 2020

**AMENDED BYLAWS
OF
EDGEWATER AT CEDAR CREEK LAKE
HOMEOWNER'S ASSOCIATION, INC.**

**Article 1
Name, Principal Office, and Definitions**

1.1 Name.

The name of the corporation is Edgewater at Cedar Creek Lake Homeowner's Association, Inc. (the "**Association**").

1.2 Principal Office.

The Association may have such offices in the Dallas, Texas metropolitan area as the Board may determine or as the Association's affairs may require.

1.3 Definition.

The words used in these Amended Bylaws shall be given their normal, commonly understood definitions. Unless otherwise defined herein, Capitalized terms shall have the meaning ascribed to them in the Declaration of Covenants, Conditions and Restrictions for Edgewater at Cedar Creek Lake, recorded by Cedar Creek Preservation, LLC, a Texas limited liability company (the "**Declarant**"), as Document No. 2017-0013241, in the Official Public Records of Kaufman County, Texas, as it may be amended (the "**Declaration**"). The term "**majority**," as used in these Bylaws, means those votes totaling more than fifty percent (50%) of the total eligible number. Any reference in these Amended Bylaws of Edgewater at Cedar Creek Lake Homeowner's Association, Inc., to Bylaws or Amended Bylaws refers to this the Amended Bylaws approved by the Board of Directors on October 15, 2020.

**Article 2
Membership: Meetings, Quorum, Voting, Proxies**

2.1 Membership.

Each Owner of a Lot automatically becomes a Member of the Association upon accepting title to a Lot. Additional provisions of the Declaration pertaining to membership are incorporated by reference.

2.2 Place of Meetings.

The Association shall hold meetings at the Association's principal office or at such other suitable place the Board may designate.

2.3 Membership Meetings.

(a) General. Association meetings shall be meetings of the Members unless the Board otherwise specifies or Texas law otherwise requires. The first Association meeting, whether an annual or special meeting, shall be held within one year after the Association's incorporation.

(b) Annual Meetings. The Board shall schedule regular annual meetings of the Members to occur within ninety (90) days before the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine.

(c) Special Meetings. The President may call special meetings of the Members. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution or within thirty (30) days after receipt of a petition stating the purpose of the meeting and signed by Members holding at least ten percent (10%) of the total votes in the Association.

2.4 Notice of Meetings.

(a) At least ten (10) but not more than sixty (60) days before any meeting of the membership, the President, the Secretary, or the officers or other persons calling the meeting shall deliver or cause to be delivered to each Member a written notice stating the place, day, and hour of the meeting and the items on the agenda for such meeting, including the general nature of any proposed amendment to the Declaration or Bylaws, any proposed budget changes, any proposal to remove a director, and any other matter required by Tex. Business Organizations Code §§ 22.253 and 22.303. If proxies are permitted, the notice shall also state the procedure for appointing proxies. If the meeting is to be held solely by electronic communications or if participation in the meeting is permitted by electronic communications, as described in Section 2.5 below, the notice shall state the form of communications to be used for the meeting and the means of accessing the communications system. No business shall be transacted at a special meeting except as stated in the notice. Such notice shall be delivered by any means permitted by law, including without limitation by personal delivery, mail, facsimile, or electronic message. If notice of the meeting is given to a Member by mail, notice is deemed given on the date it is deposited in the United States mail, with postage paid, in an envelope addressed to the Member at such Member's address as it appears in membership records of the Association. If notice of the meeting is given to a Member by facsimile or electronic message, notice is considered to be given when it is transmitted to a facsimile number or electronic message address provided by the Member, or to which the Member consents, for the purpose of receiving meeting notices.

(b) The Board shall set a record date for determining who is entitled to receive the notice of a meeting, which shall not be earlier than the sixtieth (60th) day before the meeting date, and shall prepare an alphabetical list of names of all Persons entitled to vote, indicating (i) the address of each Person, and (ii) the number of votes each Person is entitled to cast at the meeting. Not later than the second business day after the date of notice of the meeting is given, and continuing through the meeting, the list shall be made available at the Association's principal office or at a reasonable place in the municipality in which the meeting will be held, as identified in the notice of the meeting, for inspection and copying by the Members entitled to vote at the meeting, or their agents, for the purpose of communication with other Members concerning the meeting. The Association shall also make the list available at the meeting for inspection at any time during the meeting or any adjournment of the meeting.

2.5 Electronic Participation in Meeting.

The Association may hold meetings and/or allow Members to participate in any meeting by telephone conference or similar communications equipment or another suitable electronic communications system, including videoconferencing technology or the Internet, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting is to take place at the meeting, the Association must (i) implement measures to verify that every Member voting at the meeting by means of remote communication is sufficiently identified and (ii) keep a record of any vote or other action taken at such meeting.

2.6 Waiver of Notice.

Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any Association meeting, either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings.

If any Association meeting cannot be held because a quorum is not present, persons entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the scheduled date of the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum; however, at least a majority of the votes required to constitute a quorum, or such larger percentage as may be required under the Declaration or applicable law for specific actions, must approve any action taken.

2.8 Voting

(a) Voting Rights. Members shall have such voting rights as are set forth in the Declaration, which provisions are specifically incorporated by this reference.

(b) Voting Procedures. The Association shall give written notice of the meeting at which there shall be an election or other matter to be submitted to a vote of the membership pursuant to Section 2.4.

A membership vote on any matter shall be conducted by written ballot signed by the Member entitled to vote, which ballot may be cast in person at a meeting, by mail or electronic transmission (including facsimile transmission, electronic mail, or posting on an Internet website), or by any combination of those methods; provided, any ballot submitted electronically must be submitted in a manner that permits confirmation of the identity of the Member casting the vote and allows the Member to receive a receipt evidencing the transmission and receipt of the ballot. A ballot cast at a meeting shall revoke and supersede any ballot casting the same vote submitted by other means. A ballot cast prior to a meeting may not be counted if the motion was amended at the meeting so as to deviate from the exact language on the ballot previously cast.

A ballot to be submitted by mail or electronic transmission (an "**Absentee Ballot**") shall:

(i) describe each proposed action and provide an opportunity to vote for or against each proposed action; and

(ii) include the following language or such other language as may be authorized in lieu of the following language by future amendment of Tex. Property Code Chapter 209:

By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

Any solicitation of votes to be cast by Absentee Ballot shall include instructions for delivery of the completed ballot, including the delivery location. If the Absentee Ballot is posted on an Internet website, a notice of posting shall be sent to each Member entitled to vote on the matter with instructions for obtaining access to the website and casting such ballot.

The person who tabulates votes on any matter shall not disclose to any other person how any particular Member's votes were cast. No person who is a candidate for election or is the subject for any other Association vote, nor any person related to such person within the third degree of consanguinity or affinity, as determined under Tex. Government Code Chapter 573, may tabulate ballots cast in any election or vote hereunder. No person other than a person designated to tabulate the votes shall be given access to the ballots cast except as part of a recount process authorized by law.

Within fifteen (15) days after the date of any election, any Member may demand a recount of the votes in accordance with Tex. Property Code § 209.0057, as amended.

2.9 Proxies.

Members may vote in person or by proxy, subject to any specific provision to the contrary in the Declaration or these Bylaws. Every proxy shall be in writing, shall identify the Lot for which it is given, shall be signed by the Member or the Member's duly authorized attorney-in-fact, and shall be dated and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes which

the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease (a) if the Member attends the meeting and votes in person, (b) upon conveyance of any Lot for which it was given, (c) upon the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, or (d) eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

2.10 Quorum.

Except as these Bylaws or the Declaration otherwise provide(s), the presence at a membership meeting, when such meeting is initially called, of Members or their proxies entitled to cast at least ten percent (10%) of the total votes in the Association shall constitute a quorum at any membership meeting, and the casting of ballots representing at least ten percent (10%) of the total votes in the Association shall constitute a quorum for any membership vote conducted by means other than at a meeting. Any ballot cast by mail or electronically may be counted for purposes of establishing a quorum only as to those action items appearing on the ballot.

2.11 Conduct of Meetings.

The President or a Board-approved designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are prepared, reflecting all resolutions adopted and all other transactions occurring at such meetings. The minutes shall be kept with the Association's books and records.

2.12 Action without a Meeting.

Any action that is required or that may be taken at a meeting of the Members may be taken without a meeting if:

(a) the Association sends, by mail, facsimile, email or other electronic transmission, to every Person entitled to vote on the action:

(i) an Absentee Ballot meeting the requirements of Section 2.8(b), or

(ii) notice of the posting of such a ballot on an Internet website, with instructions for obtaining access to such website and casting the ballot; and

(b) the number of votes cast equals or exceeds the quorum required for a meeting to consider such action; and

(c) the number of votes cast in favor of the proposed action equals or exceeds the number of votes required to approve such action if the vote were conducted at a meeting.

Voting instruction or solicitations for any vote conducted in a manner other than at a meeting must indicate the deadline for casting the ballot in order to be counted. The period for submitting

ballots to the Association shall not be more than sixty (60) days. An electronic ballot, which is a ballot that is cast by email, facsimile, or posting on an Internet website, must be sufficient to confirm the identity of the Member submitting the ballot and allow the Member to receive a receipt of the electronic transmission and receipt of such Member's electronic ballot. With regard to a ballot other than an electronic ballot, each ballot cast must be signed and dated by the Member. A cast ballot may not be revoked once submitted to the Association, except as provided in Section 2.8(b). The Board shall notify the Members of the results of the vote within thirty (30) days after the expiration of the voting period.

Article 3

Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1 Governing Body; Qualifications.

The Board shall govern the Association's affairs. Each director shall have one vote. Directors shall be Owners or residents (as defined below). However, no Owner and resident representing the same Lot may serve on the Board at the same time. A "**resident**" shall be any natural person 18 years of age or older whose principal residence is a Lot within the Property.

If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a director. However, no Owner may have more than one such representative on the Board at a time.

3.2 Number of Directors.

The Board shall consist of five (5) directors, as provided in Section 3.3.

3.3 Directors.

(a) The Board. The Board shall consist of five (5) directors. The original five (5) directors shall serve until the third annual meeting following their election. The current Board members shall be subject to this provision in accordance with the time of their previous election. The Board members will consist of a President, Vice President, Secretary-Treasurer, and two additional members with the duties of those two members to be determined by the Board.

(b) Thereafter, upon expiration of the term of office of each director, the Members shall be entitled to elect a successor to serve a term of two (2) years. All directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

3.4 Nomination and Election Procedure

(a) Nomination of Candidates. At least thirty (30) days prior to any election of directors, the Board shall appoint a "**Nominating Committee**" consisting of a chairman, who shall be a Board member, and three (3) more Owners or representatives of Owners. The Nominating Committee members shall be announced in the notice of each election.

In preparation of each election, the Nominating Committee shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event fewer than the number of positions to be filled at such election. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates. Nominations shall also be permitted from the floor at the meeting at which any election is held or, if the election is to be held without a meeting pursuant to Section 2.12, the Board shall establish a reasonable procedure by which any Owner may declare his or her candidacy for election to the Board prior to the solicitation of ballots under that Section. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Election Procedure. At each election, voting shall be by ballot, which may be cast in any manner authorized by the Board consistent with Section 2.8. Each Member is entitled to vote for as many persons as there are Directors to be elected and for whose election the Member has a right to vote. Notwithstanding this, if the number of candidates equals the number of positions to be filled and there are no nominations from the floor, any Member may move to accept the slate of candidates nominated by the Nominating Committee, and, if approved, no balloting shall be required.

In the event of a tie vote, the Members shall be informed of the tie vote and given the opportunity to discuss the candidates among themselves in an effort to resolve the tie before another vote is taken. If the second vote again results in a tie, then the Board shall call for election of the director(s) by the Members. Such election shall be held by mail, with ballots to be sent by first class mail to each Member entitled to vote within ten (10) days after the meeting at which the original election was held.

3.5 Removal of Directors and Vacancies.

Any Initial Member Elected Director may be removed, with or without cause, by the vote of the Members holding a majority of the votes entitled to be cast for the election of such director. Any Initial Member Elected Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of an Elected Director by the Members, the Members shall elect a successor for the remainder of the term of such director.

If the office of any elected director shall become vacant by reason of death, resignation, or disability, the remaining directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining directors, the one director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board, the successor director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Any Board Member whose term has expired or who has been removed from the Board must be elected by the Members, as applicable.

B. Meetings.

3.6 Organizational Meetings.

The Board shall hold an organizational meeting within ten (10) days following each annual meeting of the membership, at such time and place (subject to Section 3.10) as the Board shall determine.

3.7 Regular Meetings.

The Board shall hold regular meetings at such time and place (subject to Section 3.10) as a majority of the directors shall determine, but the Board shall meet at least one (1) time during each fiscal year.

3.8 Special Meetings.

The President, Vice President, or any two (2) directors may call a special meeting of the Board.

3.9 Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the date, hour, place, and general subject of the meeting. Notice of any meeting which is conducted or which may be attended by conference telephone or other remote communications system in accordance with Section 3.10 shall specify the form of communications system to be used for the meeting and the means of accessing the communication system. The Board shall notify each director of meetings by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile or electronic message. All such notices shall be given at or sent to the director's telephone number, facsimile number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States Postal Service mailbox at least five (5) business days before the day of the meeting. Notices sent by personal delivery, telephone, or electronic communication shall be delivered at least seventy-two (72) hours before the time set for the meeting. No notice shall be required for regular meetings conducted in accordance with a published schedule, provided notice of the schedule was delivered to each director in accordance with this subsection (a).

(b) Notice of all Board meetings, setting forth the date, hour, place, and general subject of the meeting, including a general description of any matter to be brought up for deliberation in executive session, shall be given as follows:

(i) By mail to each Member, not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or

(ii) At least seventy-two (72) hours before the start of the meeting, sending the notice by electronic mail to each Member who has registered an electronic mail address with the Association and either:

A. Posting the notice in a conspicuous manner reasonably designed to provide notice to the Members, either on the Common Area or on other property within the Property, with the permission of the owner of such property; or

B. Posting on any Internet website maintained by the Association or other Internet media.

(c) If the Board recesses a Board meeting until the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the requirements of this Section 3.9. If a Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of continuation in at least one manner prescribed by subsection (b)(ii)(A) or (B) within two (2) hours after adjournment of the meeting being continued.

(d) Except as otherwise specifically provided in subsection (e), the Board may meet by any means of communication, including electronic and telephonic communication pursuant to Section 3.10(b) without prior notice to the Members or the Board may take action by unanimous written consent pursuant to Section 3.14, without prior notice to the Members, to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Members under subsection (b) must be summarized orally, including an explanation or any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next Board meeting.

(e) The Board may not, without prior notice to the Members under subsection (b), consider or vote on fines, damage assessments, initiation of foreclosure actions, initiation of enforcement actions (other than temporary restraining orders or violations involving a threat to health or safety), increases in assessments; levying of special assessments, appeals from a denial of architectural control approval; or 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.

(f) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to hold the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10 Place of Meetings; Telephonic Participation in Meetings; Remote Meetings.

(a) Except as otherwise authorized in this Section 3.10, all Board meetings shall be held within Dallas County or an adjacent county.

(b) A meeting of the Board, or of any committee designated by the Board, may be held by means of a remote electronic communications system, including telephonic conference or similar communications equipment, videoconferencing technology or the Internet, but only if the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this Section 3.10 shall constitute presence at such meeting.

(c) By accepting a position as a member of the Board, or any committee designated by the Board, such Person consents to any meetings of the Board, or of any committee designated by the Board, being conducted in any manner permitted under this Section 3.10.

3.11 Quorum of Board; Voting

(a) At all Board meetings a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Texas law, these Bylaws, or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken.

(b) Board members may not vote by proxy. Voting may be conducted at a meeting or by written consents without a meeting in accordance with Section 3.14.

3.12 Conduct of Meetings.

The President or any designee the Board approved by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Association's records.

3.13 Open Meetings; Executive Session.

(a) Subject to the provisions of subsection 3.13(b) and Section 3.14, all Board meetings shall be open to attendance by all Members or their representatives, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak. The Board shall make agendas for its meetings reasonably available for examination by all Members or their representatives prior to the meeting.

(b) Notwithstanding the above, any Board meeting may be adjourned and reconvened in executive session, and attendance at such meeting restricted to directors and such other persons as the Board may specifically invite and announce during the open portion of the Board meeting, to discuss pending or threatened litigation, personnel matters, contract negotiations, enforcement action, confidential communications with the Association's attorney, matters involving the invasion of privacy of Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of any Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3.14 Action without a Meeting.

Subject to Section 3.9, any action to be taken or which may be taken at a Board meeting may be taken without meeting if a written consent or consents setting forth the action so taken is signed

by all of the directors, dated and filed with the minutes of Board meetings. Such consent shall have the same force and effect as a vote at a meeting.

C. Powers and Duties

3.15 Powers.

The Board shall have the power to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governance Documents and as provided by law. The Board may do, or cause to be done on the Association's behalf, all acts and things except those which the Governance Documents or Texas law require(s) to be done and exercised exclusively by the Owners, or the membership generally.

3.16 Duties.

The Board's duties shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Service Area expenses;
- (b) levying and collecting Assessments from the Owners;
- (c) providing for the operations, care, upkeep, and maintenance of the Common Areas consistent with the Community Wide Standard;
- (d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and, where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) opening bank accounts on the Association's behalf and designating the signatories required;
- (f) depositing all funds received on the Association's behalf in a bank depository which it shall approve and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;
- (g) making or contracting for the making of repairs, additions, and improvements to or alteration of the Common Area in accordance with the Governance Documents;
- (h) determining when action to enforce the Governance Documents is appropriate and the nature of any sanctions to be imposed, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration and Article 9 below;
- (i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims as appropriate;

- (j) paying the cost of all services rendered to the Association;
- (k) keeping a detailed accounting of the Association's receipts and expenditures;
- (l) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurer, and guarantors of any Mortgage on any Lot, current copies of the Governance Documents and all other books, records, and financial statements of the Association as provided in Section 10.4; and
- (m) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Texas law, the Certificate of Formation, the Declaration, or these Bylaws.

3.17 Conflicts of Interest.

Unless otherwise approved by a majority of the other directors, and subject to Tex. Property Code § 209.0052, no Owner Director may transact business with the Association.

3.18 Transition Process.

Transition is a process by which control of the Board gradually shifts from the Developer to the Owners. When this process concludes, the Owners, through their elected Board, take responsibility for fulfilling the Association's responsibilities and exercising the Association's authority under the Governance Documents without the direct guidance or involvement of the Developer or Developer's appointed directors. The transition process has been completed and the governance of the Board is now under the control of the Owners.

Article 4 Officers

4.1 Officers.

The Association's officers shall be President, Vice President, Secretary, Treasurer, and one (1) additional member. The President, Vice President, Secretary, and Treasurer shall be elected from among the Board members by the Board members. Any two (2) or more offices may be held by the same person, except that the offices of President and Secretary may not be held by the same person.

4.2 Election and Terms of Office.

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the membership that coincides with the expiration of the three (3) year terms of the Board member(s), to serve until their successors are elected.

4.3 Removal and Vacancies.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such

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

4.4 Powers and Duties.

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Association's budget as provided for in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall be responsible for keeping and maintaining the minutes of meetings as required by these Bylaws.

4.5 Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

Article 5 Committees

5.1 General.

In addition to each Nominating Committee appointed to Section 3.4(a), any Transition Committee appointed pursuant to Section 4.3 and such committees as the Board may appoint pursuant to the Declaration, the Board may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 Covenants Committee.

In addition to any other committees that the Board may establish pursuant to Section 6.1, the Board may appoint a "**Covenants Committee**" consisting of at least three (3) and no more than seven (7) Owners. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article 9 of these Bylaws. The Covenants Committee shall have no responsibility for seeking out violations of the Governance Documents.

5.3 Service Area Committees.

The Owners within any Service Area which has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, which it desires to have the Association provide to the Service Area, over and above those services which the Association provides to all Lots in the Property. A Service Area Committee, if elected, shall

consist of three (3) Owners of Lots in the Service Area; however, if approved by at least fifty-one percent (51%) of the total number of votes held by the Owners of Lots within the Service Area, the number may be increased to five (5).

Elections of Service Area Committees may be held by written ballot sent to all Owners of Lots within the Service Area, or at a meeting of the Owners of Lots within the Service Area, as the Board determines. The Board or any Owner of a Lot in the Service Area may nominate candidates for election to the Service Area Committee. That number of candidates equal to the number of positions to be filled receiving the most votes shall be elected. Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an *ex officio* member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9, 3.10, and 3.11. Meetings of a Service Area Committee shall be open to all Owners of Lots in the Service Area and their representatives. Members of a Service Area Committee may act by unanimous written consent in lieu of a meeting.

Article 6

Standards of Conduct; Liability, and Indemnification

6.1 Standards for Directors and Officers.

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Governance Documents.

In performing their duties, directors and officers shall be insulated from liability as provided for directors of corporations under Texas law and as otherwise provided by the Governance Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the corporation and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Texas Law.

6.2 Liability.

The Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for any action taken or omitted in such capacities, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Association's behalf (except to the extent that such officers or directors may also be Members).

6.3 Indemnification.

Subject to the limitations of Texas law, the Association shall indemnify every present and former officer, director, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Texas law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

(i) appropriation, in violation of his or her duties, of any business opportunity of the Association; or

(ii) intentional misconduct or knowing violation of the law;

(iii) an unlawful distribution to members, directors or officers; or

(iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

The Association may indemnify an employee, trustee, accountant, attorney or other agent of the Association against all liability asserted against such Person by reason of serving, or having served, in his or her capacity for the Association.

6.4 Advancement of Expense.

In accordance with the procedures and subject to the conditions and limitations set forth in Texas law, the Board may authorize the Association to advance funds to pay for and reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director or committee member of the Association.

Article 7

Management and Accounting

7.1 Compensation of Directors and Officers.

The Directors shall serve without compensation for such service. The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services of supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

7.2 Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

(i) accounting and controls should conform to generally accepted accounting principles; and

(ii) the Association's cash accounts shall not be commingled with any other accounts.

(b) Commencing at the end of the calendar quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of report (any Assessment or installment thereof shall be considered to be delinquent on the fifteenth (15th) day following the due date unless the Board specifies otherwise by resolution).

(c) An annual report consisting of at least the following shall be made available for Member's review within one hundred eighty (180) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for

the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines.

(d) The Board shall report in writing to the Members any indemnification of or advancement of legal expenses to any officer, director or committee member in accordance with TBOC §8.152, as it may be amended.

7.3 Borrowing.

The Association shall have the power to borrow money for any legal purpose.

7.4 Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two (2) officers or by such other person or persons as the Board may designate by resolution.

Article 8 Enforcement Procedure

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Governance Documents. To the extent specifically required by the Declaration or Texas law, the Board shall comply with the following procedures prior to imposition of sanctions:

8.1 Notice and Response.

The Board or its delegate shall serve the alleged violator and/or the Owner with written notice, by certified mail, return receipt requested:

(a) describing the alleged violation or property damage which is the basis of the proposed sanction or amount due to the Association, as applicable;

(b) describing the proposed sanction to be imposed; and

(c) informing the alleged violator and/or Owner that:

(i) he or she has thirty (30) days after receipt of the notice to present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article 6;

(ii) he or she may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if serving on active military duty;

(iii) attorneys fees and costs may be charged if the delinquency or violation continues after a certain date; and

(iv) he or she may avoid the proposed sanction by curing the violation within a reasonable cure period stated in the notice, except that the Association shall have no obligation to

provide a cure period if the alleged violator has been given notice of a similar violation within the preceding six (6) months. If the hearing is to be held before a Covenants Committee, the notice shall also state that the alleged violator has the right to appeal the decision of the Covenants Committee to the Board.

The alleged violator shall respond to the notice of the alleged violation in writing within such thirty (30) day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction, or the proposed sanction shall be imposed. If the alleged violator cures the alleged violation and notifies the Board in writing within such thirty (30) day period, the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

Prior to the effectiveness of sanctions imposed pursuant to this Article 9, proof of proper notice shall be placed in the minutes of the Board or the Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of deliver, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violators or its representative requests and appears at the hearing.

8.2 Hearing.

If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the Covenants committee, or if one has not been appointed, then before the Board in executive session within thirty (30) days after receipt of the alleged violator's request. Either the Board or the alleged violator may request a postponement of up to ten (10) days, and such postponement shall be granted. Additional postponements may be granted upon agreement of both the Association and the alleged violator. The Board shall notify the alleged violator at least ten (10) days prior to the hearing of the time, date, and place of hearing. At the hearing, the alleged violator shall be afforded a reasonable opportunity to be heard and shall be entitled to make an audio recording of the hearing. The minutes of the meetings of the Board or Covenants Committee, as applicable, shall contain a written statement of the results of the hearing (i.e., the Board's or Committee's decision) and the sanction, if any, to be imposed. Written notice of the decision shall be mailed to the violator within three (3) days after the hearing.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed unless the violation is cured within the cure period stated in the notice.

8.3 Appeal.

Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within ten (10) days after the hearing date.

Article 9 Miscellaneous

9.1 Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

9.2 Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law or the Governance Documents.

9.3 Conflicts.

If there are conflicts among the provisions of Texas law, the Certificate of Formation, the Declaration, and these Bylaws, the positions of Texas law, the Declaration, the Certificate of Formation, and these Bylaws (in that order) shall prevail.

9.4 Books and Records.

(a) **Document Retention.** The Board shall be responsible for compliance with the following document retention policy relating to the Association's books and records. It is the Association's policy to maintain complete and accurate copies of books and records. Books and records are to be retained by the Association for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements. Books and records that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner. Additionally:

- (i) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- (ii) financial books and records shall be retained for seven (7) years;
- (iii) account records of current Owners shall be retained for five (5) years;
- (iv) contracts with a term of one (1) 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 the Board shall be retained for seven (7) years; and
- (vi) tax returns and audit records shall be retained for seven (7) years.

(b) **Inspection by Members and Mortgagees.** The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time: the Governance Documents, the membership register, books of account, the minutes of meetings of the Members, the Board, and committees, and other records of the Association, to the extent required by Tex. Property Code §209.005 or other provisions of Texas law. The Board shall provide for such inspection to take place at the Association's office or at such other place within Dallas County, Texas as the

Board shall designate. The Association shall not be required to make available for inspection or copying any records that identify:

(i) a Particular Owner's violation history, personal financial information, history or payments or delinquencies in paying amounts due to the Association, or contact information other than address; or

(ii) information related to an Association employee, including personnel files, unless the Owner or employee whose records would be disclosed has given his or her prior written approval to release such information or court orders such records to be released or made available to the requesting Owner of his or her representative.

(c) **Rules of Inspection.** An Owner or the Owner's authorized representative must submit to the Association a written request for access to inspect or obtain copies of books and records under subsection (c), identifying the specific books and records or information desired. Such request shall be mailed by certified mail and must contain an election either to inspect the books and records before obtaining copies or have the Association forward copies of the requested books and records and:

(i) if an inspection is requested, then on or before the tenth (10th) business day after the date the Association received the request, the Association shall send written notice to the Owner of dates during normal business hours that the Owner or its authorized representative may inspect the requested books and records, to the extent those books and records are in the possession, custody, or control of the Association; or

(ii) if copies of identified books and records are requested, then the Association shall produce the requested books and records, to the extent required under subsection (c) and in the possession, custody, or control of the Association, on or before the tenth (10th) business day after the date the Association receives the request, except as otherwise provided by Tex. Property Code §209.005.

The Board shall establish a records production and copying policy that prescribes the charges to be paid by the Owner of compilation, production, and reproduction of information requested by such Owner or its authorized representative under this Section 10.4, which charges may include all reasonable costs of materials, labor, and overhead, but may not exceed costs that would be applicable for an item under 1 T.A.C Section 70.3 ("**Authorized Charges**"). No charge shall be made pursuant to such policy until the policy has been recorded as required by Tex. Property Code §209.005 and §202.006. The Association may require advance payment of estimated costs of compilation, production, and reproduction of the requested information. If the Authorized Charges vary from the estimate, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the information is delivered reflecting the variance and any balance or refund due. Any balance due which is not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner may be added to the Owner's account as an assessment. Any amount paid in excess of Authorized Charges shall be refunded to the Owner not later than thirty (30) business days after the date the invoice is sent to the Owner.

(d) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties

owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

9.5 Notices.

(a) **Form of Notice and Method of Delivery.** Except as otherwise provided in the Declaration or these Bylaws or by Texas law, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and may be delivered in person, by United States mail, by private carrier, or by facsimile, email or other electronic transmission at such address or device registered with the Association. It is the responsibility of each Member to give notice to the Association of any change in the Member's address, facsimile number, email address or other means of accepting electronic transmissions. To be effective, any notice to the Association by means of facsimile, email or other electronic transmission shall require a printed confirmation of transmission.

(b) **Delivery Address.** Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the mailing address, telephone facsimile number, or electronic mail address that the Member has designated by notice to the Secretary in accordance with this Section 10.5, or via such other device capable of accepting electronic transmissions that such Member has registered with the Association, or, if no such address or number or device has been designated, at the address of the Lot of such Member;

(ii) if to the Association, the Board, or a committee of either, at the mailing address, facsimile number, or electronic mail address of the principal office of the Association or its managing agent, or at such other address as the Association has designated by notice to the Members in accordance with this Section 10.5; or

(c) **Effective Date.** Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile, electronic mail or other electronic transmission, upon transmission.

9.6 Amendment.

These Amended Bylaws may be amended by a majority vote of the Board.

CERTIFICATION

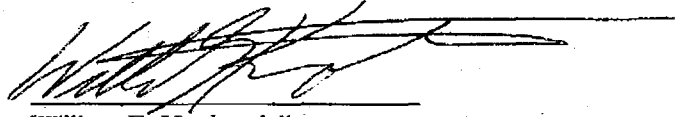
I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary-Treasurer of Edgewater at Cedar Creek Lake Homeowner's Association, Inc., a Texas nonprofit corporation.

That the foregoing Amended Bylaws constitute the Amended Bylaws of Edgewater at Cedar Creek Lake Homeowner's Association, Inc., as duly adopted by resolution of the Board of Directors thereof effective on the 15th day of October 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 15th day of October 2020.

[SEAL]



William E. Kuykendall
Secretary-Treasurer
Edgewater at Cedar Creek lake

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25

**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802722716 05/16/2017
Document #: 737617290002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Edgewater at Cedar Creek Lake Homeowner's Association, Inc.

Article 2 – Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

C T Corporation System

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

1999 Bryan St., Suite 900 Dallas TX 75201-3136

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☒ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Jim Deal**

Title: **Director**

Address: **200 North Harbor Place, Suite C Davidson NC, USA 28036**

Director 2: **Virginia Hudson**

Title: **Director**

Address: **10670 N. Central Expressway Suite 470 Dallas TX, USA 75231**

Director 3: **Myra Holt**

Title: **Director**

Address: **200 North Harbor Place, Suite C Davidson NC, USA 28036**

Article 4 - Organization Structure

☒ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

Edgewater at Cedar Creek Lake Homeowner's Association, Inc. (the "Association") does not contemplate pecuniary gain or profit, direct or indirect, to its members. By way of explanation and not limitation, the purposes for which the Association is formed are (i) to constitute the Association to which

reference is made in the Declaration of Covenants, Conditions and Restrictions for Edgewater at Cedar Creek Lake recorded in the official public records of Kaufman County, Texas (the "Declaration"), to perform all obligations and duties of the Association under the Declaration, and to exercise all rights and powers of the Association, as specified in the Declaration, in the Bylaws of the Association (the "Bylaws"), and as provided by law; (ii) to provide an entity for the furtherance of the interests of the owners of real property within the master planned community known as Edgewater at Cedar Creek Lake as described in the Declaration; and (iii) to have and to exercise any and all powers, rights and privileges which a nonprofit corporation organized under the Texas Business Organizations Code may now, or later have or exercise.

Supplemental Provisions / Information

Membership status of the members of the Association shall be determined, and governed, as set forth in the Bylaws and the Declaration.

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Watson Law Group, PLLC **4925 Greenville Avenue, Suite 717, Dallas, Texas 75206**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Scott Hotchkiss, attorney for Watson Law Group, PLLC

Signature of organizer.

FILING OFFICE COPY

**Kaufman County
Laura Hughes
County Clerk**

Instrument Number: 2021-0033836

**Billable Pages: 2
Number of Pages: 3**

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 08/23/2021 at 02:57 PM</p> <p>Document Number: <u>2021-0033836</u></p> <p>Receipt No: <u>21-27755</u></p> <p>Amount: \$ <u>30.00</u></p> <p>Vol/Pg: <u>V:7167 P:308</u></p>	<p>E-RECORDING</p>



**STATE OF TEXAS
COUNTY OF KAUFMAN**

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

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

TEXAS STAR COMMUNITY MANAGEMENT, LLC
6401 CUSTER ROAD S
SUITE 2020, TX 75070



THE STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

**EDGEWATER AT CEDAR CREEK LAKE
PROPERTY OWNERS ASSOCIATION
MANAGEMENT CERTIFICATE**

As Required By Section 209.004, Texas Property Code

NOTICE IS HEREBY GIVEN that the below property is controlled by a mandatory homeowners association.

1. SUBDIVISION INFORMATION: Edgewater at Cedar Creek Lake is a phased addition to the City of Kemp, Kaufman County, Texas.

- The plat of Phase I was recorded on May 15, 2017, as Document No. 13241, as Document No. 2017-0011205, Plat Records, Kaufman County, Texas.
- The plat of Phase II was recorded on May 15, 2019 as Document No. 2017-10893, Plat Records, Kaufman County, Texas

2. DECLARATION INFORMATION: Lots in Edgewater at Cedar Creek Lake are subject to the Declaration of Covenants, Conditions & Restrictions for the Edgewater at Cedar Creek Lake an Addition to The City of Kemp, Kaufman County, Texas, recorded on June 12, 2017 as Document No. 2017-0013241, of the Real Property Records, Kaufman County, Texas, as it may be amended from time to time, and

First Amendment to Declaration of Covenants, Conditions and Restrictions for Edgewater at Cedar Creek Lake recorded on May 15, 2019, Document No. 2019-0010893 in the Real Property Records of Kaufman County, Texas.

3. NAME OF PROPERTY OWNERS ASSOCIATION: Edgewater at Cedar Creek Lake, Inc.

4. ASSOCIATION'S MANAGING AGENT NAME AND MAILING ADDRESS:

<i>c/o</i> Texas Star Community Management, LLC	Phone: (469) 899-1000
6401 S. Custer Road	Fax: (469) 533-8836
Suite 2020	Website: www.townsq.io
McKinney, TX 75070	Resales Certificates: www.homewisedocs.com
	Email: manager@tscmanagement.com

5. COSTS ASSOCIATED WITH PROPERTY TRANSFER:

Resale Certificate:	\$300.00
Statement of Account	\$ 75.00
Update Fee:	\$ 75.00
Transfer Fee:	\$150.00

Lender Questionnaire:

Up to \$200.00

DATED: July 27, 2021

EDGEWATER AT CEDAR CREEK LAKE HOA, INC.,
a Texas property owners association

By: **TEXAS STAR COMMUNITY MANAGEMENT, LLC**
a Texas corporation, its managing agent


By: 
Susan Garrett, Vice President of Client Relations

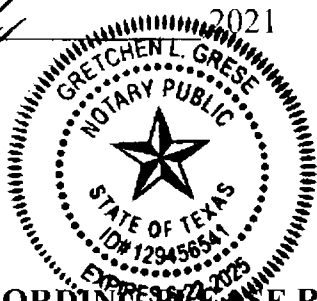
ACKNOWLEDGEMENT


THE STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

BEFORE ME, the undersigned notary public, on this day personally appeared Susan Garrett, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that s/he executed the same for the purposes and consideration set forth therein and in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 27 day of






NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING PLEASE RETURN TO:

Texas Star Community Management, LLC
6041 Custer Road, Suite 2020
McKinney, TX 75070

#2021-0033836
Filed for Record in Kaufman County TX
08/23/2021 02:57:57 PM

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2021-0038876

Billable Pages: 13
Number of Pages: 14

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
On: 09/22/2021 at 02:44 PM	E-RECORDING
Document Number: <u>2021-0038876</u>	
Receipt No: <u>21-31557</u>	
Amount: \$ <u>74.00</u>	
Vol/Pg: <u>V:7225 P:517</u>	



STATE OF TEXAS
COUNTY OF KAUFMAN

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

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Ana McCrary, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
FEDERAL LAW.

Record and Return To:

RIDDLE & WILLIAMS
3710 RAWLINS STREET, STE. 140
DALLAS, TX 75219



**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
EDGEWATER AT CEDAR CREEK LAKE
(2021 Legislative Policies)**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF KAUFMAN §**

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR
EDGEWATER AT CEDAR CREEK LAKE** (this "Notice") is made this 17th day of
September, 2021, by Edgewater at Cedar Creek Lake Homeowner's Association, Inc.
(the "Association").

WITNESSETH:

WHEREAS, the Association is the property owners' association created to manage or regulate the planned unit development subject to the Declaration of Covenants, Conditions and Restrictions for Edgewater at Cedar Creek Lake, recorded on or about June 12, 2017 as Document No. 2017-0013241 of the Real Property Records of Kaufman County, Texas (the "Declaration"); and

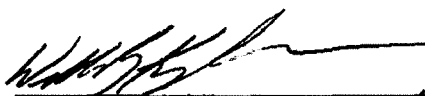
WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association desires to record the dedicatory instruments attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are a true and correct copies of the originals and are hereby filed of record in the Real Property Records of Kaufman County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**Edgewater at Cedar Creek Lake Homeowner's
Association, Inc.,
A Texas non-profit corporation**

By: 
Name: William E. Rykendall
Title: Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF KAUFMAN

BEFORE ME, the undersigned authority, on this day personally appeared William E. Kuykendall, Secretary of Edgewater at Cedar Creek Lake Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 17th day of September, 2021.

Nicolette Kuykendall
Notary Public, State of Texas

My Commission Expires: 08/17/2025

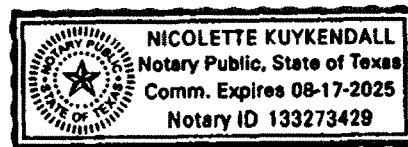


EXHIBIT "A"

- A-1 Amended Religious Item Display Guidelines**
- A-2 Security Measures Guidelines**
- A-3 Swimming Pool Enclosure Guidelines**
- A-4 Architectural Review Authority Procedures**
- A-5 Violation Hearing Procedures**
- A-6 Policy Regarding Solicitation of Bids**

EDGEWATER AT CEDAR CREEK LAKE HOMEOWNER'S ASSOCIATION, INC.

AMENDED RELIGIOUS ITEM DISPLAY GUIDELINES

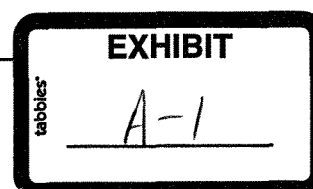
WHEREAS, Section 202.018 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument which prohibits an owner or resident from displaying or affixing on the owner's or resident's property or dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, Edgewater at Cedar Creek Lake Homeowner's Association, Inc. (the "Association") is permitted to adopt and enforce certain limitations on the display of religious items; and

WHEREAS, the Association may have previously adopted Religious Item Display Guidelines (the "Original Guidelines"); and

NOW, THEREFORE, IT IS RESOLVED, in order to comply with recent changes to Section 202.018 of the Texas Property Code, the Association desires to replace any Original Guidelines with the following guidelines to govern the display of religious symbols (the "Amended Guidelines").

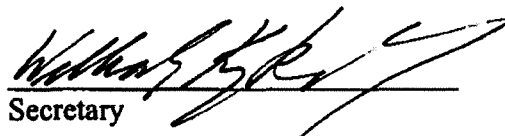
- A. An owner or resident may not display or affix a religious item on the owner or resident's property or dwelling which:
1. threatens the public health or safety;
 2. violates a law other than a law prohibiting the display of religious speech;
 3. contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
 4. is installed on property:
 - (a) owned or maintained by the Association; or
 - (b) owned in common by members of the Association;
 5. violates any applicable building line, right-of-way, setback, or easement; or
 6. is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
- 7.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.018(b) and these Amended Guidelines control.



IT IS FURTHER RESOLVED that these Amended Religious Item Display Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on 9/14/2021, and have not been modified, rescinded or revoked.

DATE: 9/17/2021


Secretary

EDGEWATER AT CEDAR CREEK LAKE HOMEOWNER'S ASSOCIATION, INC.

SECURITY MEASURES GUIDELINES

WHEREAS, Section 202.023 of the Texas Property Code precludes associations from adopting or enforcing a restrictive covenant that prevents an owner from building or installing security measures, including but not limited to a security camera, motion detector, or perimeter fence; and

WHEREAS, Section 202.023 of the Texas Property Code further provides that it does not prohibit an association from (1) prohibiting the installation of a security camera by an owner in a place other than the owner's private property; or (2) regulating the type of fencing that an owner may install.

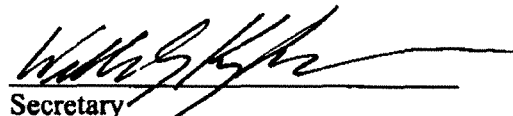
NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.023 of the Texas Property Code, the Board of Directors of Edgewater at Cedar Creek Lake Homeowner's Association, Inc. (the "Association") desires to adopt the following guidelines to govern the building or installing of security measures (the "Guidelines").

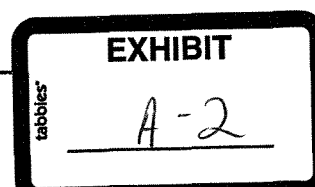
1. An owner may not install a security camera in any location other than the owner's own property.
2. Any and all perimeter fencing must comply with all covenants, conditions, restrictions and requirements contained in the Association's dedicatory instruments, including, but not limited to restrictions related to size, height, color, and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any perimeter fence.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.023 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.023 and these Guidelines control.

IT IS FURTHER RESOLVED that these Security Measures Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on 9/14/2021, and have not been modified, rescinded or revoked.

DATE: 9/17/2021


Secretary



EDGEWATER AT CEDAR CREEK LAKE HOMEOWNER'S ASSOCIATION, INC.

SWIMMING POOL ENCLOSURE GUIDELINES

WHEREAS, Section 202.022 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument that prohibits or restricts an owner from installing on the owner's property a swimming pool enclosure, as that term is defined in the statute, that conforms to applicable state or local safety requirements and that is black in color and consists of transparent mesh set in metal frames; and

WHEREAS, pursuant to Section 202.022(2) of the Texas Property Code, the Edgewater at Cedar Creek Lake Homeowner's Association, Inc. (the "Association") is permitted to adopt certain limitations relating to the appearance of swimming pool enclosures; and

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.022 of the Texas Property Code, the Association desires to adopt the following guidelines to govern swimming pool enclosures (the "Guidelines").

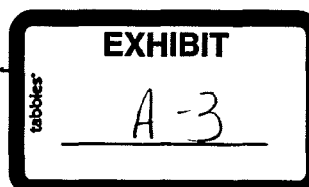
1. An owner may install a swimming pool enclosure that complies with all state and/or local safety requirements if the swimming pool enclosure is (i) black in color, and (ii) consists of transparent mesh set in metal frames.
2. All other proposed swimming pool enclosures must comply with all restrictions, covenants, and requirements contained in the Association's dedicatory instruments including, but not limited to, limitations establishing permissible colors, size, height and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any swimming pool enclosure.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.022 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.022 and these Guidelines control.

IT IS FURTHER RESOLVED that these Swimming Pool Enclosure Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on 9/14/2021, and have not been modified, rescinded or revoked.

DATE: 9/17/2021


Secretary



EDGEWATER AT CEDAR CREEK LAKE HOMEOWNER'S ASSOCIATION, INC.

ARCHITECTURAL REVIEW AUTHORITY PROCEDURES

WHEREAS, Section 209.00505 of the Texas Property Code establishes certain requirements for an association's architectural review authority and the procedures used by the architectural review authority; and

WHEREAS, in order to comply with Section 209.00505 of the Texas Property Code, the Edgewater at Cedar Creek Lake Homeowner's Association, Inc. (the "Association") desires to adopt procedures regarding the Association's architectural review authority.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 209.00505 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding the architectural review authority.

1. "Architectural review authority" means the governing authority for the review (sometimes referred to, among other things, as an architectural review committee or architectural control committee) and approval of improvements within the Association.

2. These Architectural Review Authority Procedures do not apply during a development period or during any period in which the Declarant:

(a) appoints at least a majority of the members of the architectural review authority or otherwise controls the appointment of the architectural review authority; or

(b) has the right to veto or modify a decision of the architectural review authority.

3. A person may not be appointed or elected to serve on the Association's architectural review authority if the person is:

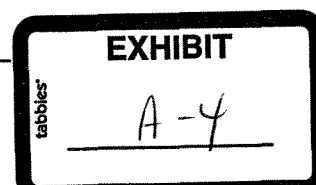
(a) a current board member;

(b) a current board member's spouse; or

(c) a person residing in a current board member's household.

4. A decision by the Association's architectural review authority denying an application or request by an owner for the construction of improvements in the Association may be appealed to the Board. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery (the "Denial Notice"). The Denial Notice must:

(1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and



(2) inform the owner that the owner may request a hearing under Subsection (e) on or before the 30th day after the date the Denial Notice was mailed to the owner.

5. The Board shall hold a hearing under this section not later than the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required under this subsection.

6. During a hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements, and the changes, if any, requested by the architectural review authority in the Denial Notice.

7. The Board or the owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

8. The Association or the owner may make an audio recording of the meeting.

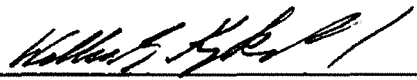
9. The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Association's dedicatory instruments.

10. In the event of any conflict between 209.00505 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, 209.00505 of the Texas Property Code and these procedures control.

IT IS FURTHER RESOLVED that these Architectural Review Authority Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on 9/14/2021, and have not been modified, rescinded or revoked.

DATE: 9/17/2021


Secretary

EDGEWATER AT CEDAR CREEK LAKE HOMEOWNER'S ASSOCIATION, INC.

VIOLATION HEARING PROCEDURES

WHEREAS, Section 209.007 of the Texas Property Code establishes certain requirements for hearings before an association's board of directors involving violations of the association's dedicatory instruments; and

WHEREAS, in order to comply with Section 209.007 of the Texas Property Code, the Edgewater at Cedar Creek Lake Homeowner's Association, Inc. (the "Association") desires to adopt procedures regarding violation hearings.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with changes to Section 209.007 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding Section 209.007 hearings before the board of directors regarding violations.

1. Pursuant to Section 209.007(d) of the Texas Property Code, the notice and hearing provisions of Sections 209.006 and 209.007 of the Texas Property Code do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. Additionally, the notice and hearing provisions of Sections 209.006 and 209.007 do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

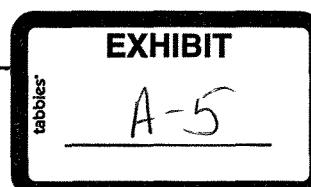
2. Except as provided by Section 209.007(d), and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

3. Not later than 10 days before the Association holds a hearing under this section, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.

4. If the Association does not provide a packet within the period described by Paragraph (2) above, the owner is entitled to an automatic 15-day postponement of the hearing.

5. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.


6. In the event of any conflict between Section 209.007 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.007 and these procedures control.



IT IS FURTHER RESOLVED that these Violation Hearing Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on 9/14/2021, and have not been modified, rescinded or revoked.

DATE: 9/17/2021


Secretary

EDGEWATER AT CEDAR CREEK LAKE HOMEOWNER'S ASSOCIATION, INC.

POLICY REGARDING SOLICITATION OF BIDS

WHEREAS, pursuant to Section 209.0052(c) of the Texas Property Code, an association that proposes to contract for services that will cost more than \$50,000 shall solicit bids or proposals using a bid process established by the association; and

WHEREAS, the Board of Directors of Edgewater at Cedar Creek Lake Homeowner's Association, Inc. (the "Association") is required to adopt a bid process for such contracts.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 209.0052(c) of the Texas Property Code, the Association hereby adopts the following policy to govern the solicitation of bids and proposals for service contracts over \$50,000, and the same is to be known as the Association's Policy Regarding Solicitation of Bids.

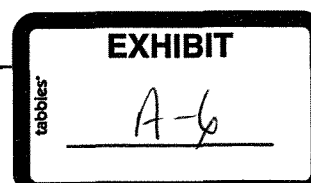
1. Except in the event of a need for work in the event of an emergency (as defined below), prior to entering into any contract for services that will cost more than \$50,000.00, the Board of Directors shall solicit bids from at least three (3) separate vendors/providers, if reasonably available. In the case of an emergency, the Board may enter into a contract for services without soliciting or obtaining multiple bids so long as the terms of the contract appear fair and reasonable to the Association in the Board's sole and absolute discretion.

2. The Board is excused from soliciting and/or obtaining at least three (3) bids in the event of an emergency or certain exigent circumstances, including the following:

- a. An emergency exists such that there is insufficient time to solicit and obtain multiple bids.
- b. The Association was not able to locate at least three (3) vendors/providers to provide the services.
- c. The Association solicited bids from at least three (3) vendors/providers, but not all vendors/providers responded to the request for a bid.

3. An emergency, as used in this policy, shall be defined as, but not be limited to, an unexpected occurrence, condition, or circumstance that requires immediate action in order to address the risk of harm to individuals and/or property damage, or to satisfy any local, state, federal or other governmental order. In addition, other unforeseen circumstances may be deemed by the Board to constitute an emergency as determined by the Board in its sole and absolute discretion.

4. Any and all decisions to award a service contract to a particular vendor or provider must be a sound business decision based upon what is in the best interest of the Association at the time. Nothing in this Policy Regarding Solicitation of Bids shall require the Board to award a service contract to the lowest bidder.



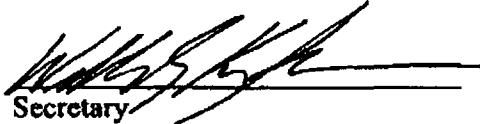
5. The Board may delegate the solicitation of bids procedures under this policy to the Association's management company as defined by Section 209.002 of the Texas Property Code.

6. In the event of any conflict between Section 209.0052(c) of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.0052(c) and this policy control.

IT IS FURTHER RESOLVED that this Policy Regarding Solicitation of Bids is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing policy was adopted by the Board of Directors at a meeting of same on 9/14/2021, and has not been modified, rescinded or revoked.

DATE: 9/17/2021


Secretary