

**STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION****Rules and Regulations  
Pertaining to Fines and Fine Structure**

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WHEREAS, the Board of Directors (the "Board") of Stallion Lake Ranch Property Owners Association (the "Association") finds that there is a need to establish orderly procedures and structure for the imposition of fines and/or monetary sanctions for violations of the Declaration of Covenants, Conditions and Restrictions, Phases 1, 2 and 3, and all amendments thereto for Stallion Lake Ranch Property Owners Association (the "Declaration") and the Bylaws of Stallion Lake Ranch Property Owners Association, (the "Bylaws"); and

WHEREAS, pursuant to Article 8 of the Bylaws, the Board of Directors shall have the power to exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws; and

WHEREAS, pursuant to Section 10.10 of the Declaration, the Association is authorized to adopt, amend, repeal and enforce rules and regulations, fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of the Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association; and

WHEREAS, the Association is authorized, pursuant to Article 10.11 of the Declaration, to enforce the provisions of the Declaration and the Rules and Regulations and take such action as the Association deems necessary or desirable to cause such compliance by each Member and each Member's Guests; and

WHEREAS, the Association shall, pursuant to Article 10.11 of the Declaration, have the power to enforce the provisions of the Declaration and of Rules and Regulations of the Association by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Member's Guests which assessment reimburses the Association for the costs incurred by the Association in connection with such breach; and/or by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's Guests for breach of this Declaration or such Rules and Regulations of the Association, from any Member or Member's Guests for breach of this Declaration or such Rules and Regulations by such Member or a Member's Guests; and

WHEREAS, the Board has determined that it is in the best interests of the Association for it to promulgate Rules and Regulations pertaining to fines and specifically establish a fine structure.

NOW, THEREFORE, IT IS RESOLVED that the following Rules and Regulations Pertaining to Fines and Fine Structure are established for the imposition of fines in Stallion Lake Ranch Property Owners Association, as follows:

## **I. NOTICE OF VIOLATION**

For violations other than construction without Architectural Control Committee ("ACC") approval, the Board shall give an Owner written notice of the violation and opportunity to cure the violation before imposing a fine. The following notification procedure shall be followed:

- A. **First Notice:** The Association shall notify the Owner of the violation by written letter sent by first class mail. The notice shall contain the following information:
1. A description of the violation and reference to the provision of the Declaration being violated, and the action that must be taken to cure the violation.
  2. A statement that the violation must be corrected within fifteen (15) days from the date of the "First Notice."
- B. **Second Notice:** After issuance of the "First Notice" and expiration of the fifteen (15) day compliance period, the Association shall notify the Owner, by first class mail and certified mail, return receipt requested, if the violation described in the "First Notice" has not been resolved. The "Second Notice" shall contain the following information:
1. A description of the violation and reference to the provision of the Declaration being violated, and the action that must be taken to cure the violation.
  2. A statement that the violation must be corrected within fifteen (15) days from the date of the "Second Notice" or a fine will be applied to the Owner's account.
  3. The amount of the fine that will be assessed if the violation is not cured within the time allowed.
  4. A statement that the Owner will be charged attorney's fees and costs incurred by the Association in enforcing the Declaration and/or abating the violation if the violation is not cured within thirty (30) days from the date of the "Second Notice."
  5. A statement that the Owner may request a hearing before the Board of Directors by submitting a written request for the same to the Board within thirty (30) days of the Owner's receipt of the "Second Notice."
- C. **Third Notice:** After the issuance of the "Second Notice" and expiration of the

compliance period, the Association shall notify the Owner by first class mail and certified mail, return receipt requested, if the violation described in the "Second Notice" has not been resolved. The "Third Notice" shall contain the following information:

1. A description of the violation that is the basis for the fine and reference to the provision of the Declaration being violated, and the action that must be taken to cure the violation.
2. A statement that the fine for non-compliance is being added to the Owner's account for not curing the violation within the specified period of time contained in the "Second Notice."
3. A statement that there will be continuing fines in accordance with the "Fine Schedule" as each subsequent fifteen (15) day period elapses and the violation is not cured.
4. A statement that there is no aggregate amount of the fines which may accrue for the same violation. Additionally, that if the matter is referred to legal counsel for further enforcement measures, all attorney's fees and costs incurred by the Association will be charged to the Owner's account in accordance with Chapter 209 of the Texas Property Code.
5. A statement that the Owner may request a waiver of the fines by submitting a written request to the Board of Directors after the violation is cured.
6. The amount of fines being assessed against the Owner.

## **II. HEARING**

The Board shall follow the procedures stated in Chapter 209 of the Texas Property Code in conducting a hearing.

## **III. FINE SCHEDULE**

The imposition of fines will be on the following basis:

- A. **First Violation:** \$100.00 imposed for each fifteen (15) day period that the same violation continues to exist until cured.
- B. **Additional but Separate Violations of the Same Restriction Within Six Months of Receipt of the "Second Notice:"** \$200.00, which may be imposed every fifteen (15) days that the violation continues to exist until cured.

- C. **Aggregate Limit:** There is no limit to the aggregate limit amount of fines imposed for the same violation.

**IV. CONSTRUCTION WITHOUT ACC APPROVAL:**

- A. Pursuant to Article VI of the Declaration, Architectural Control Committee ("ACC") approval, in writing, is required prior to commencing construction or demolition, or making any changes to the exterior design or appearance of any improvement on a lot in Stallion Lake Ranch.
- B. Any construction of exterior home improvements, modification and/or additions including but not limited to fencing, sheds, barns or other out buildings started prior to written approval by the SLR/ACC will incur an immediate \$500.00 fine. Notice of the violation and fine will be sent as soon as the violation is discovered by the ACC or Board
- C. If said construction does not halt immediately upon receipt of violation and fine notice, an additional fine of \$100.00 will be imposed every day until construction ceases.

**V. INFORMATION REGARDING FINES**

- A. Fines will be imposed in addition to and not in lieu of any other rights or remedies of the Association allowed by the Declaration or other Rules and Regulations adopted by the Board.
- B. Fines are imposed against the Owner and are the obligation of the Owner of the property.
- C. An Owner should notify the Board when a violation is cured. Upon verification, the violation will be deemed to no longer exist. Unless fines are waived by the Board, the Owner will remain liable for all fines imposed under these Rules and Regulations. If the fines are not paid on demand, the account may be referred to legal counsel for collection. The Owner shall be responsible for all attorney's fees incurred in connection with the enforcement of any provision of the Declaration and/or the Rules and Regulations in accordance with the provisions of Chapter 209 of the Texas Property Code.

IT IS FURTHER RESOLVED that the purpose of these Rules and Regulations Pertaining to Fines and Fine Structure is to provide a standard for the Association. Notwithstanding these Rules and Regulations, the Board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency and effects of the violation. The Board may also establish a schedule of fines for certain types of violations. If circumstances warrant a variance from

the Association's published Rules and Regulations, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Association's documents.

IT IS FURTHER RESOLVED that in case of conflict between a provision of these Rules and Regulations and the Declaration and Bylaws, the provisions of the Declaration and Bylaws are controlling.

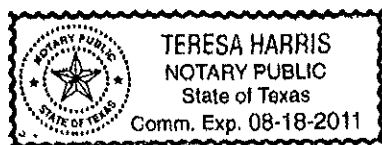
IT IS FURTHER RESOLVED that these Rules and Regulations are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

By signing below, I certify that the foregoing Rules and Regulations Pertaining to Fines and Fine Structure were adopted by the Board of Directors of Stallion Lake Ranch Property Owners Association on July 12, 2011.

7-12-11 \_\_\_\_\_  
Date Authorized Director Linda Acker

STATE OF TEXAS       §  
                                  §  
COUNTY OF SMITH   §

BEFORE ME, the undersigned authority, on the 12 day of July 2011, personally appeared, Linda Acker, to me known to be the president of Stallion Lake Ranch Property Owners Association, and he/she acknowledged before me that he/she executed the same for the purposes therein expressed.



Teresa Harris  
Notary Public, State of Texas  
My Commission Expires: 8-18-11

Filed For Record in:  
Smith County, Texas  
On Jul 20, 2011  
at 02:27P

Receipt #: 584751  
Recording: 32.00  
Doc/Num : 00031889  
Doc/Type: Recordings - Land  
Deputy - Cynthia Ann

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

Karen Phillips  
County Clerk

4

**Stallion Lake Ranch  
Property Owners Association, Inc.**

2012 00006001

**Assessment Collection, Payment Application and  
Payment Plan Guidelines Policy** 4

The undersigned, being the President of Stallion Lake Ranch Property Owners Association, Inc. (the "Association"), certified that the following Policy Resolution was unanimously approved by the Board of Directors of the Association at a meeting duly called and held on October 13, 2011.

WHEREAS, Article 8, Section 8.3 of the Bylaws of the Association, Inc. ("Bylaws") assigns the Board of Directors ("Board") all powers and duties necessary for the administration of the affairs of the Association and states that the Board may do all such acts and things, except those matters that the Board is prohibited from doing by law or the governing documents;

WHEREAS, the Board seeks to exercise its powers and duties in good faith and in the best interest of the Association and its members; and further the Board may do all acts and things except those that, by law or the documents, are reserved to the members;

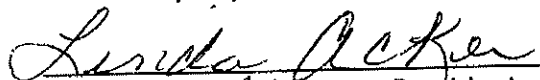
WHEREAS, the Board wishes to establish standards for Assessment Collection, Payment Application and Payment Plan Guidelines to serve as guiding principles for members of the Association; and,

WHEREAS, the Board has determined that it is in the best interest of the Association and the Association's members to adopt the Assessment Collection, Payment Application and Payment Plan Guidelines Policy attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts, the attached Payment Application and Payment Plan Guidelines Policy (Exhibit A) as a guide to the relationship between the Association and its members.

Executed on this 13 day of December, 2011, to certify the adoption of this Policy Resolution on the date of the meeting of the Board of Directors of the Association set forth above.

Stallion Lake Ranch Property Owners Association, Inc. Board of Directors

  
By: Linda Acker, President

THE STATE OF TEXAS

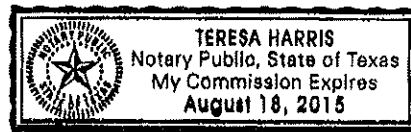
COUNTY OF SMITH

BEFORE ME, the undersigned notary public, on this day personally appeared Linda Aefar, President of Stallion Lake Ranch Property <sup>owners</sup> Association, Inc., known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 13 day of December, 2011, to certify which witness my hand and official seal.

Teresa Harris

Notary Public – State of Texas



## **Exhibit A**

### **SUMMARY OF ASSESSMENT COLLECTION PAYMENT APPLICATION AND PAYMENT PLAN GUIDELINE POLICY**

1. Due Date – Assessments are payable monthly, due the first day of each month.
2. Delinquency Date – Assessments are delinquent five days after the due date.
3. Late Fee – Any assessment not paid by the due date shall accrue an automatic late fee of \$15 per month. Any charges, including attorney fees, incurred at any time for the collection of past due assessments will be added to the amount due.
4. Late Notice/Statement – The Association will send a Late Notice/Statement to the Owner stating any amounts outstanding. The address and telephone number of a person who may be contacted regarding payment will also be stated in the Late Notice/Statement.
5. Formal Demand Letter – 30 day notice – The Association will send a notice to the Owner by first-class mail stating the Owner has 30 days to question the validity of the debt or pay balance in full. Notice will also outline future proceedings if the account remains delinquent. All fees during this collection process shall become the responsibility of the Owner.
6. Final Warning Letter – 30 day notice – The Association will send a final warning notice to the Owner by first-class mail 30 days before referring delinquent account to the attorney or collection agency. All fees during this collection process shall become the responsibility of the Owner.
7. Attorney Demand Letter – The account will be referred to an attorney for collection and legal fees incurred will be added to the delinquent account. This letter will include the amounts currently due.
8. Legal Action – The Association's legal counsel will file a Notice of Lien. The attorney's fees for this service will be added to the delinquent account. The lien will be updated as necessary upon the advice of counsel. To secure payment of any assessment the Association reserves the right to secure a lien on individual lots.
9. Foreclosures – Continued delinquencies will be reviewed by the Board of Directors to determine when foreclosure should be considered as an option.
10. Collection Agency – No sooner than sixty (60) days beyond the due date, the Board **may** send all continued delinquencies to a collection agency. All fees will be added to the account and shall become the responsibility of the owner.
11. Payment Application – All payments received from or on behalf of owners will be applied in the following manner:
  - a. Delinquent assessments;
  - b. current assessments;
  - c. attorney fees or third party collection costs incurred by the HOA associated with assessments and any other charge that could provide the basis for foreclosure;
  - d. other attorney fees;
  - e. fines (if applicable);
  - f. other amounts
12. Payment Plans – Request for payment plans will be accepted. The Association will offer a payment plan for a minimum of three (3) months and may (at the Board of Directors discretion) allow payment

plans up to a maximum of eighteen (18) months. The amount of each payment due will be based the balance owed on the account.

13. The Association will charge an administration fee of \$15.00 per month for all payment plans.

14. While on a payment plan, payments are due on the 1<sup>st</sup> day of each month and late on the 5<sup>th</sup> day of that month. If one payment is late or missed, the owner will be in default and the plan will be considered null and void.

15. The Association will not offer a payment plan if an owner has defaulted on a payment plan in the last two (2) years.

16. Partial Payments – The Association will accept partial payment, at which time the owner will be on a payment plan.

17. Restrictive Endorsements – This policy shall supersede any written or verbal instruction or direction received from an owner as to the application of payments and payment plan made to the Association.

18. This Policy is intended to comply with the requirements of the Texas Property Code.

Filed For Record in:  
Smith County, Texas  
On Feb 10, 2012  
at 12:23P

Receipt #: 604182  
Recording: 28.00  
Doc/Num : 00006001  
Doc/Type: Recordings - Land  
Deputy - Kathy Nassia

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

Karen Phillips  
County Clerk

**Stallion Lake Ranch  
Property Owners Association, Inc.**

**Open Records and Records Retention Policy**

The undersigned, being the President of Stallion Lake Ranch Property Owners Association, Inc. (the "Association"), certified that the following Policy Resolution was unanimously approved by the Board of Directors of the Association at a meeting duly called and held on October 13, 2011.

WHEREAS, Article 8, Section 8.3 of the Bylaws of the Association, Inc. ("Bylaws") assigns the Board of Directors ("Board") all powers and duties necessary for the administration of the affairs of the "Association" and states that the Board may do all such acts and things, except those matters that the Board is prohibited from doing by law or the governing documents;

WHEREAS, Whereas the Board seeks to exercise its powers and duties in good faith and in the best interest of the Association and its members; and further the Board may do all acts and things except those that, by law or the documents, are reserved to the members;

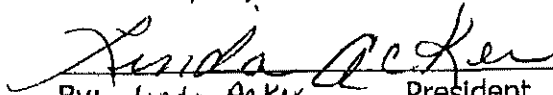
WHEREAS, the Board of Directors wishes to establish standards for Open Records and Records Retention to serve as guiding principles for members of the Association; and,

WHEREAS, the Board has determined that it is in the best interests of the Association and the Association's members to adopt the Open Records and Records Retention Policy attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts, the attached Open Records and Records Retention Policy (Exhibit A) as a guide to the relationship between the Association and its members.

Executed on this 13 day of December, 2011, to certify the adoption of this Policy Resolution on the date of the meeting of the Board of Directors of the Association set forth above.

Stallion Lake Ranch Property Owners Association, Inc. Board of Directors

  
By: Linda Acker, President

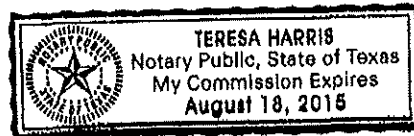
THE STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME, the undersigned notary public, on this day personally appeared Linda Acker, President of Stallion Lake Ranch Property Owners Association, Inc., known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 13 day of December, 2011, to certify which witness my hand and official seal.

Teresa Harris  
Notary Public – State of Texas



## **Exhibit A**

### **OPEN RECORDS AND RECORDS RETENTION POLICY**

#### **1. Open Records:**

- (a) An owner who seeks access to the Association's records must submit a written request to the Association by certified mail to the mailing address of the Association's managing agent or authorized representative.
- (b) The request must specify the records requested and indicate whether the requesting owner would like to inspect the records or have the Association's authorized representative forward copies.
- (c) Within ten (10) days from receipt of the request the Association's authorized representative will:
  - (1) Provide written notice of dates in which records will be available for inspection;
  - (2) Provide the requested copies or;
  - (3) Provide the owner written notice that it is unable to produce records within the ten (10) day period and provide a date, within an additional fifteen (15) days, by which the records will be sent or made available to the owner.
- (d) Inspection of records will only be conducted during normal business hours which are designated as Monday through Friday, 9:00 a.m. to 5:00 p.m.
- (e) The time and day of inspection will be mutually agreed upon by both parties.
- (f) The following is a list of charges for production and of copying of the Association's records:
  - (1) Copying fee: 10 cents per copy
  - (2) Production/administrative fee: \$15.00 per hour
- (g) The Association's records can be produced in hard copy, electronic or any other format reasonable available.
- (h) The Association requires an owner to pay for any cost incurred for the records inspection at least five (5) days prior to the records being produced to the owner.
- (i) If actual costs are lesser or greater than estimated costs, the Association reserves the right to submit a final invoice to the owner before the 30<sup>th</sup> business day after the information is delivered to the owner.
- (j) If the final invoice is not paid to the Association before the 30<sup>th</sup> business day after the date the invoice was sent to the owner, the Association will add this amount to the owner's account as assessments.
- (k) If the costs were less than the estimated amount paid by the owner the Association will refund the owner no later than the 30<sup>th</sup> business day after the invoice was sent to the owner.
- (l) The following records will not be available pursuant to an Open Records request, unless there is a court order to release this information, or the owner who is the subject of such records agrees in writing that they may be released to the requesting owner:

- (1) Violation histories of owners;
- (2) Owners personal financial information;
- (3) Owners contact information other than address,
- (4) Any Association personnel files.

(m) General exceptions to the open records policy will be any attorney files.

## **2. Records Retention:**

The following is a list of the records that must be kept and the retention period that the records will be retained:

- (a) Financial Records: 7 years
- (b) Minutes from the owners meetings: 7 years
- (c) Minutes from the board meetings: 7 years
- (d) Tax returns and audits 7 years
- (e) Account records of current owners: 5 years

Any contract for terms of at least one year or more will be retained for at least 4 years after the expiration of the contract.

The following records will be kept permanently:

- (a) Governing documents
- (b) Rules and Regulations
- (c) Resolutions
- (d) ACC Records

3. Restrictive Endorsements – This policy shall supersede any written or verbal instruction or direction received from an owner as to open records and records retention made to the Association.

4. This policy is intended to comply with the requirements of the Texas Property Code.

Filed For Record in:  
Smith County, Texas  
On Feb 10, 2012  
at 12:23P

Receipt #: 604182  
Recording: 28.00  
Doc/Num : 00006002  
Doc/Type: Recordings - Land  
Deputy - Kathy Massie

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

Karen Phillips  
County Clerk

**AFFIDAVIT OF RECORDING BYLAWS  
OF  
STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF SMITH       §

WHEREAS, the Stallion Lake Ranch Property Owners Association, Inc. ("the Association") was established in 2002;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Stallion Lake Ranch, Phase One was filed in the Real Property Records of Smith County, Texas on or about April 29, 2002 under Clerk's File No. 2002-R0019588, and the Declaration of Covenants, Conditions and Restrictions for Stallion Lake Ranch, Phases Two and Three was filed in the Real Property Records of Smith County, Texas on or about December 2, 2002 under Clerk's File No. 2002-R0056797;

WHEREAS, the initial Board of Directors of the Association adopted Bylaws on or about April 4, 2002, as evidenced by the true and correct copy of the "Bylaws of Stallion Lake Ranch Property Owners Association a Nonprofit Corporation" ("the Bylaws"), attached hereto as Exhibit "A";

WHEREAS, Section 202.006 of the Texas Property Code requires the Association to file all dedicatory instruments, which includes the Bylaws, in the real property records of each county in which the property to which the dedicatory instruments relate is located;

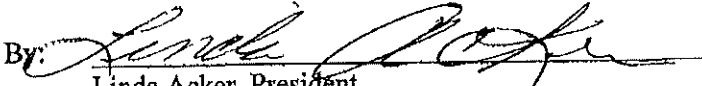
WHEREAS, the initial board members' signatures on the original Bylaws are not notarized, which is a requirement for filing a document in the Real Property Records of Smith County, Texas pursuant to Section 12.0011 of the Texas Property Code;

WHEREAS, the Association seeks to comply with Section 202.006 of the Texas Property Code by filing the Bylaws of record in Smith County, Texas;

NOW THEREFORE, the President of Stallion Lake Ranch Property Owners Association, Inc., acting as a duly authorized representative of the Board of Directors of the Association, hereby attests that the attached Bylaws of Stallion Lake Ranch Property Owners Association, a Nonprofit Corporation is a true and correct copy of the original document adopted and executed by the initial Board of Directors of the Association on or about April 4, 2002, and further submits said Bylaws for filing in the Real Property Records of Smith County, Texas.

EXECUTED on this the 7<sup>th</sup> day of February 2012.

Stallion Lake Ranch Property Owners Association, Inc.

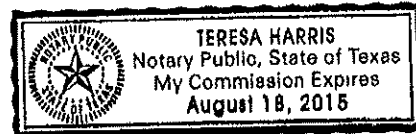
By:   
Linda Acker, President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF SMITH   §

BEFORE ME, the undersigned notary public, on this day personally appeared Linda Acker, President of Stallion Lake Ranch Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 7<sup>th</sup> day of February, 2012, to certify which witness my hand and official seal.

  
Notary Public – State of Texas



**BYLAWS  
OF  
STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION  
A NONPROFIT CORPORATION**

**1. NAME AND LOCATION**

- 1.1 The name of the corporation is STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION.
- 1.2 The principal office of the corporation shall be located at 4514 Cole Avenue, Suite 720, Dallas, Texas 75205.

**2. DEFINITIONS**

- 2.1 "Association" shall mean and refer to STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, its successors and assigns.
- 2.2 "Common Area" shall mean all real property owned by or dedicated to the Association for the common use and enjoyment of the Owners.
- 2.3 "Declarant" shall mean and refer to TEXAS LAND AND LAKES, INC., a Texas Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.
- 2.4 "Declarations" shall mean and refer to the Declarations of Covenants, Conditions, and Restrictions applicable to the Subdivision and now or hereafter of record in the Office of the County Clerk of Smith County, Texas.
- 2.5 "Lot" shall mean and refer to any numbered plot of land shown on the recorded Subdivision plats, except those plots used as common areas for all residents.
- 2.6 "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declarations.
- 2.7 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision; provided, however, that the Seller under a recorded Contract for Deed shall be deemed the "Owner" of any such Lot until such time a Warranty Deed is given.
- 2.8 "Subdivision" shall mean and refer to that certain real property known as



Stallion Lake Ranch, which includes all phases of Stallion Lake Ranch already platted or to be platted, together with any other property developer may own or hereafter acquire and annex into Stallion Lake Ranch.

### **3. MEETINGS OF MEMBERS**

- 3:1 Annual Meetings.** The first annual meeting of Members shall be within one year from the date of incorporation of the Association or not later than thirty (30) days after the Control Transfer Date, as defined in the Declarations, whichever last occurs. Subsequent annual meetings of Members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 o'clock p.m. or at such other date and time as the Board of Directors may set. If the day for the annual meetings of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.
- 3:2 Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or on written request of Members who are entitled to vote one-fourth of all votes.
- 3:3 Notice of Meetings.** Except as provided in the Declarations, written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each Member entitled to vote thereafter, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of receiving notice, or by publishing in a weekly Smith County newspaper notice of the meeting for at least two (2) consecutive weeks prior to said meeting. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.
- 3:4 Quorum.** The presence at the meeting, in person or by proxy, of Members entitled to cast twenty percent (20%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declarations, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.
- 3:5 Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable and shall have a duration of no longer than one year unless otherwise specified on the face of the proxy. The proxy of any power shall

automatically terminate on conveyance by the Member of his Lot.

**4. MEMBER VOTING RIGHTS**

**4:1 Voting Member:** Any Member who is current in the payment of any and all assessments due to the Association and is not otherwise in default under any of the subdivision restrictions shall be allowed to vote at any and/or all meetings, however, no lot shall have more than one vote regardless of the number of voting Members owning such Lot.

**4:2 Nonvoting Members.** Any Member who is not current in the payment of any assessment due to the Association or is in default under any of the subdivision restrictions shall not be allowed to vote at any meeting until such payment is made in full or such default is cured.

**5. BOARD OF DIRECTORS - TERM OF OFFICE; FIRST ELECTION; REMOVAL**

**5:1 Number.** A Board of three (3) Directors, who need not be Members of the Association, shall manage the affairs of the Association.

**5:2 Term of Office.** The initial Board of Directors shall serve until the Control Transfer Date (as defined in the Restrictions) occurs. Upon the Control Transfer Date, the Developer shall appoint the Board of Directors. The Directors shall be classified with respect to the time for which they hold office by dividing them into three classes, each class consisting of one Director, and each Director shall hold office until his successor shall be elected and shall qualify. At the first annual meeting of the Members, the Director in the first class shall be elected for a one (1) year term; the Director in the second class shall be elected for a term of two (2) years; the Director in the third class shall be elected for a period of three (3) years; and at each annual election thereafter the successors to the class whose term shall expire that year shall be elected to hold office for the term of three (3) years, so that the term of office of one class shall expire in each year.

**5:3 Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

**5:4 Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

## **6. BOARD OF DIRECTORS - NOMINATION AND ELECTION**

**6:1** Nomination. Nomination for election to the Board of Directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of Members. The nominating committee shall consist of a chairman who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

**6:2** Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **7. BOARD OF DIRECTORS - MEETINGS**

**7:1** Regular Meetings. Regular meetings of the Board of Directors shall be held annually on the first day of May without notice, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

**7:2** Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

**7:3** Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

## **8. BOARD OF DIRECTORS - POWERS AND DUTIES**

**8:1** Powers. The Board of Directors shall have power to:

**8:1:1** Adopt and publish rules and regulations governing the use of the common areas

and facilities including the personal conduct of the member and their guests thereon; and to establish penalties for infractions of such rules and regulations;

8:1:2 Suspend the voting rights and right to use of the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association in accordance with Section 209.007 of the Texas Property Code.

8:1:3 Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the association and not specifically reserved to the membership by the Declarations, Articles of Incorporation, or by other provisions of these Bylaws;

8:1:4 Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors; and

8:1:5 Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

8:2 Duties. It shall be the duty of the Board of Directors to:

8:2:1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such a statement is required in writing by one-fourth of the Members entitled to vote thereat;

8:2:2 Supervise all officers, agents, and employees of the Association and see to it their duties are properly performed;

8:2:3 (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

8:2:3 (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

8:2:3 (3) As an option to enforce the lien, foreclosure of same against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.

8:2:4 Issue, or cause an appropriate officer to issue, on demand by any person, a

certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.

8:2:5 Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

8:2:6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

8:2:7 Cause the Common Area to be maintained.

## **9. OFFICERS AND THEIR DUTIES**

9:1 Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, and a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.

9:2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members.

9:3 Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

9:4 Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time, determine.

9:5 Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. 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.

9:6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

9:7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

9:8 Duties. The duties of the officers are as follows:

9:8:1 President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall co-sign all checks and promissory notes.

9:8:2 Vice President. The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

9:8:3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

9:8:4 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular meeting of Members.

## 10. COMMITTEES

10:1 The Association shall have an architectural committee, as provided in the Declarations, and a nominating committee as provided in Article 5 of these Bylaws. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

10:2 Term. The Initial Board of Directors shall serve as the Architectural Control Committee until the first annual meeting following the Control Transfer Date (as defined in the Restrictions). The Architectural Control Committee shall serve staggered three year terms, as established by the Board of Directors.

## 11. ASSESSMENTS

11:1 As more fully provided in the Declarations, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his Lot.

## 12. BOOKS AND RECORDS; INSPECTION

12:1 The books, records, papers of the Association shall be subject to inspection by any Member during ordinary business hours. The Declarations, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association where copies shall be made available for sale at a reasonable price.

## 13. FISCAL YEAR

13:1 The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

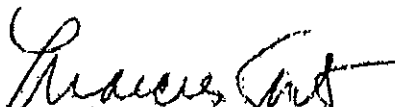
## 14. AMENDMENTS

14:1 These Bylaws may be amended by the Board of Directors at any annual or special meeting, or by the Members at a regular or special meeting of Members, by vote of a majority of a quorum of Members present in person or proxy.

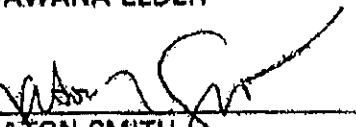
## 15. CONFLICTS

15:1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the articles shall control; in the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

Unanimously adopted by the Board of Directors on the \* day of \*, 2002.

  
MARCUS SMITH

  
DAWANA ELDER

  
JASON SMITH

Filed For Record in:  
Smith County, Texas  
On Feb 10, 2012  
at 12:23P

Receipt #: 604182  
Recording: 56.00  
Doc/Num : 00006003  
Doc/Type: Recordings - Land  
Deputy - Kathy Massie

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

Karen Phillips  
County Clerk

**Stallion Lake Ranch  
Property Owners Association, Inc.**

**Hay Lease and Mowing Policy**

The undersigned, being the President of Stallion Lake Ranch Property Owners Association, Inc. (the "Association"), certified that the following Policy Resolution was unanimously approved by the Board of Directors of the Association at a meeting duly called and held on November 13, 2012.

WHEREAS, Article 8, Section 8.3 of the Bylaws of the Association, Inc. ("Bylaws") assigns the Board of Directors ("Board") all powers and duties necessary for the administration of the affairs of the Association and states that the Board may do all such acts and things, except those matters that the Board is prohibited from doing by law or the governing documents;

WHEREAS, the Board seeks to exercise its powers and duties in good faith and in the best interest of the Association and its members; and further the Board may do all acts and things except those that, by law or the documents, are reserved to the members;

WHEREAS, the Board wishes to establish standards for Hay Leases & Mowing to serve as guiding principles for members of the Association; and,

WHEREAS, the Board has determined that it is in the best interest of the Association and the Association's members to adopt the Hay Lease and Mowing Policy attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts, the attached Hay Lease and Mowing Policy as a guide to the relationship between the Association and its members.

Executed on this 13 day of November, 2012, to certify the adoption of this Policy Resolution on the date of the meeting of the Board of Directors of the Association set forth above.

Stallion Lake Ranch Property Owners Association, Inc. Board of Directors

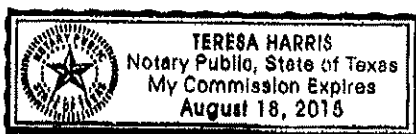
Brent Armstrong  
By: \_\_\_\_\_, President

THE STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME, the undersigned notary public, on this day personally appeared Brent Armstrong, President of Stallion Lake Ranch Property Owners Association, Inc., known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 13 day of November, 2012, to certify which witness my hand and official seal.



Teresa Harris  
Notary Public – State of Texas

## Exhibit A

### SUMMARY OF HAY LEASE AND MOWING GUIDELINE POLICY

1. Mow Dates: April 15, June 1, July 15 and October 1.

2. The Association will maintain a master list of property owner's with Hay Leases. However it will be the responsibility of each owner to contact the Association each year no later than April 1<sup>st</sup> with their current Hay Lease Information. **It will be the responsibility of each owner to ensure their lot is mowed whether they are in a hay lease or not. If the owner needs additional time to mow hay, they must contact the association before the mow deadline requesting additional time to mow.**

3. A Hay Lease Committee will be formed as determined by the Board of Directors and will work closely with the hay producers as to their schedule when fertilizing, cutting and baling. The Hay Lease Committee will report this information to the board.

4. Per Section 3.16 of the Declaration of Covenants, Conditions and Restrictions of Stallion Lake Ranch Phase 1 and Phase 2&3, any lot whether in a Hay Lease or Not that is not mowed within the two (2) weeks **prior** to the dates set forth by this policy, the Association may, at the owner's expense have the grass, weeds, and cover mowed or otherwise cleaned as often as in their sole discretion is deemed necessary.

5. Owners in a hay lease should have lot mowed by last mow date. In the event the hay season is not over by the last mow date of the year, the final date of cutting hay can be extended if deemed necessary by the Hay Lease Committee and Board of Directors. Date of extension will be posted on website, in the event there is not a website, owners will be notified via regular mail or email.

6. Per the Fining Policy adopted by the Board of Directors on July 12, 2011, any lot that is not mowed by the mow dates set forth in this policy will receive written notification via Regular US Mail from the association. The notice will describe the violation and that it must be cured with fifteen (15) days of the date of the notice for the first violation.

If the violation is not cured by the fifteen (15) day deadline the association will at the expense of the owner have the lot mowed. The owner will be notified via first class mail and certified mail, return receipt requested. The notice will inform the owner that they have failed to cure the violation; therefore the association has mowed their lot(s) at the owner's expense per the Declaration of Covenants, Conditions and Restrictions section 3.16. If the owner does not mow their lot(s) by the next scheduled date set forth in this policy they will incur a fine in the amount of \$100 per the Fining Policy and the association will mow their lot(s) at the owner's expense.

If an owner continues to not mow their lot(s) for the balance of the calendar year, they will continue to incur fines per the fining policy and the cost to the association to mow their lot(s).

After Filing Return to:  
Rose City Property Management, Inc.  
100 Independence Place, Suite 306  
Tyler, TX 75703

Filed For Record in:

Smith County, Texas

On Nov 19, 2012

at 08:35A

Receipt #: 634535

Recording: 20.00

Doc/Num : 00052338

Doc/Type: Recordings - Land

Deputy - Debra Berry

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

Karen Phillips  
County Clerk

2  
STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION

Rules and Regulations  
Pertaining to Board of Directors Meeting Agenda Matters

WHEREAS, the Board of Directors (the "Board") of Stallion Lake Ranch Property Owners Association (the "Association") finds that there is a need to establish orderly procedures for Board of Directors Meeting Agenda Matters; and

WHEREAS, pursuant to Article 8 of the Bylaws, the Board of Directors may do all acts and things except those that, by law or the Documents, are reserved to the Members and may not be delegated to the Board; and

WHEREAS, the Board recognizes that Chapter 209 of the Texas Property Code requires Open Meetings; and

WHEREAS, the Board recognizes that the Board has a fiduciary duty to maintain the Association in a productive and efficient manner; and

WHEREAS, the Board recognizes that a procedure is necessary to ensure that proper time is allocated to pressing matters of the Association; and

WHEREAS, the Board has determined that it is in the best interests of the Association for it to promulgate Rules and Regulations pertaining to Board of Directors Meeting Agenda Matters.

NOW, THEREFORE, IT IS RESOLVED that the following Rules and Regulations Pertaining to Board of Directors Meeting Agenda Matters in Stallion Lake Ranch Property Owners Association, are as follows:

I. DEFINITION

In this Policy:

1. "Agenda" shall refer to all the matters scheduled to be addressed during a meeting of the Board of Directors for Stallion Lake Ranch Property Owners Association.

II. PROCEDURE

1. No matter shall be added to the Association Board of Directors Meeting Agenda unless:

- A. The matter is presented in writing to the management company for the Association five (5) business days before the scheduled meeting;
- B. The writing briefly describes the topic and estimated amount of time necessary to discuss the issue; and

C. The writing identifies the person/persons that will present the matter

2. Writing requests in paragraph II(1) must be approved by a designated member of the Board prior to the Board of Directors Meeting. The Board is to notify any person of a declined request to be added to the Agenda.
3. Writing requests in paragraph II(1) may not designate more than one (1) Board of Directors meeting that matter will be added to the Agenda.

IT IS FURTHER RESOLVED that the purpose of these Rules and Regulations Pertaining to Board of Directors Meeting Agenda is to provide a standard for the Association.

IT IS FURTHER RESOLVED that in case of conflict between a provision of these Rules and Regulations and the Declaration and Bylaws, the provisions of the Declaration and Bylaws are controlling.

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

By signing below, I certify that the foregoing Rules and Regulations Pertaining to Board of Directors Meeting Agenda were adopted by the Board of Directors of Stallion Lake Ranch Property Owners Association on February 11, 2013.

2/11/13  
Date

[Signature]  
Authorized Director

STATE OF TEXAS           §  
                                      §  
COUNTY OF SMITH       §

BEFORE ME, the undersigned authority, on the 11 day of February, 2013, personally appeared, Brent Armstrong, to me known to be the President of Stallion Lake Ranch Property Owners Association and he/she acknowledged before me the he/she executed the same for the purposes therein expressed.



[Signature]  
Notary Public, State of Texas  
My Commission Expires: August 18, 2015

Filed For Record in:  
Smith County, Texas  
On Feb 15, 2013  
at 02:16P

Receipt #: 643349  
Recording: 20.00  
Doc/Num : 00007161  
Doc/Type: Recordings - Land  
Deputy - Christina Haney

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

Karen Phillips  
County Clerk

## STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION

Rules and Regulations 3  
Pertaining to Recordings at Association Meetings

WHEREAS, the Board of Directors (the "Board") of Stallion Lake Ranch Property Owners Association (the "Association") finds that there is a need to establish orderly procedures for Recordings at Association Meetings; and

WHEREAS, pursuant to Article 8 of the Bylaws, the Board of Directors may do all acts and things except those that, by law or the Documents, are reserved to the Members and may not be delegated to the Board; and

WHEREAS, the Board recognizes that Chapter 209 of the Texas Property Code requires Open Meetings; and

WHEREAS, the Board recognizes that the Board has a fiduciary duty to maintain the Association Meetings in a professional, productive, and efficient manner; and

WHEREAS, the Board has determined that it is in the best interests of the Association for it to promulgate Rules and Regulations pertaining to Recordings at Association Meetings.

NOW, THEREFORE, IT IS RESOLVED that the following Rules and Regulations Pertaining to Recordings at Association Meetings in Stallion Lake Ranch Property Owners Association, are as follows:

I. DEFINITION

In this Policy:

1. "Association Meeting" shall refer to any properly noticed Meeting of the Board of Directors, Special Board Meeting, or Annual Meeting for Stallion Lake Ranch Property Owners Association.
2. "Record" shall refer to the process of producing any tape, disc, or digital data which sounds or visual images can be recorded.
3. "Recordings" shall refer to any tape, disc, or digital data which sounds or visual images have been recorded.

## II. PROCEDURE

1. No member shall record an Association Meeting without receiving unanimous written consent of the Board of Directors at least three (3) days prior to the Association Meeting.
2. Violations of paragraph II(1) will result in the offender being restricted from attending the next Association Meeting, a fine not to exceed five hundred dollars (\$500.00), and forfeiture of the original and all copies of the recording.
3. Appeal of a decision under paragraph II(2) shall be treated in the same manner as defined in Section 209.007 of the Texas Property Code.

IT IS FURTHER RESOLVED that the purpose of these Rules and Regulations Pertaining to Member Behavior at Association Meetings is to provide a standard for the Association.

IT IS FURTHER RESOLVED that in case of conflict between a provision of these Rules and Regulations and the Declaration and Bylaws, the provisions of the Declaration and Bylaws are controlling.

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

By signing below, I certify that the foregoing Rules and Regulations Pertaining to Member Behavior at Association Meetings were adopted by the Board of Directors of Stallion Lake Ranch Property Owners Association on August 12, 2013.

8/12/13  
Date

  
Authorized Director

STATE OF TEXAS

§

§

COUNTY OF SMITH

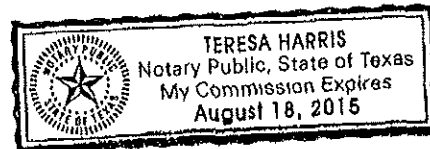
§

BEFORE ME, the undersigned authority, on the 12 day of August, 2013,  
personally appeared, Drew Armstrong, to me known to be the  
President of Stallion Lake Ranch Property Owners Association and he/she acknowledged  
before me the he/she executed the same for the purposes therein expressed.

*Teresa Harris*

Notary Public, State of Texas

My Commission Expires: August 18, 2015

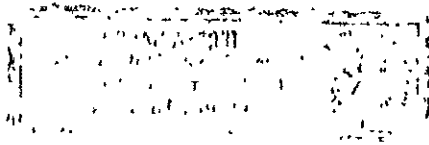


Filed For Record in:  
Smith County, Texas  
On Aug 14, 2013  
at 10:06A

Receipt #: 663994  
Recording: 24.00  
Doc/Num : 00038037  
Doc/Type: Recordings - Land  
Deputy - Ernesto Leon

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

Karen Phillips  
County Clerk



## STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION

Rules and Regulations  
Pertaining to Membership Behavior at Association Meetings

WHEREAS, the Board of Directors (the "Board") of Stallion Lake Ranch Property Owners Association (the "Association") finds that there is a need to establish orderly procedures for Membership Behavior at Association Meetings; and

WHEREAS, pursuant to Article 8 of the Bylaws, the Board of Directors may do all acts and things except those that, by law or the Documents, are reserved to the Members and may not be delegated to the Board; and

WHEREAS, the Board recognizes that Chapter 209 of the Texas Property Code requires Open Meetings; and

WHEREAS, the Board recognizes that the Board has a fiduciary duty to maintain the Association in a professional, productive, and efficient manner;

WHEREAS, the Board recognizes that a procedure is necessary to ensure that all members are treated with equal respect and dignity during Association Meetings; and

WHEREAS, the Board has determined that it is in the best interests of the Association for it to promulgate Rules and Regulations pertaining to Membership Behavior at Association Meetings.

NOW, THEREFORE, IT IS RESOLVED that the following Rules and Regulations Pertaining to Membership Behavior at Association Meetings in Stallion Lake Ranch Property Owners Association, are as follows:

I. DEFINITION

In this Policy:

1. "Association Meeting" shall refer to any properly noticed Meeting of the Board of Directors, Special Board Meeting, or Annual Meeting for Stallion Lake Ranch Property Owners Association.
2. "Lewd or Inappropriate Behavior" shall refer to any demeaning, condescending, or otherwise insulting comment or gesture by a member directed against a member or guest. The Association's Board of Directors shall determine what is "Lewd or Inappropriate Behavior."

II. PROCEDURE

1. No member shall engage in any Lewd or Inappropriate Behavior at an Association Meeting.
2. Violations of paragraph II(1) will result in the offender being restricted from attending the next Association Meeting.
3. Appeal of a decision under paragraph II(2) shall be treated in the same manner as defined in Section 209.007 of the Texas Property Code.

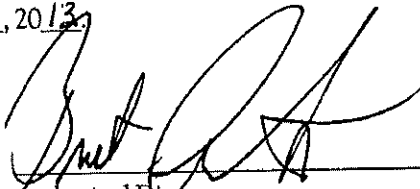
IT IS FURTHER RESOLVED that the purpose of these Rules and Regulations Pertaining to Member Behavior at Association Meetings is to provide a standard for the Association.

IT IS FURTHER RESOLVED that in case of conflict between a provision of these Rules and Regulations and the Declaration and Bylaws, the provisions of the Declaration and Bylaws are controlling.

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

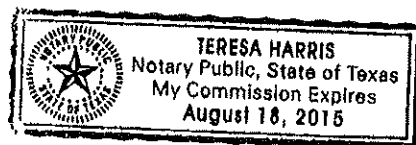
By signing below, I certify that the foregoing Rules and Regulations Pertaining to Member Behavior at Association Meetings were adopted by the Board of Directors of Stallion Lake Ranch Property Owners Association on July 17, 2013.

7/16/13  
Date

  
\_\_\_\_\_  
Authorized Director

STATE OF TEXAS           §  
                                     §  
COUNTY OF SMITH       §

BEFORE ME, the undersigned authority, on the 16 day of July, 2013,  
personally appeared, Brent Armstrong, to me known to be the  
President of Stallion Lake Ranch Property Owners Association and he/she acknowledged  
before me the he/she executed the same for the purposes therein expressed.



Teresa Harris  
Notary Public, State of Texas  
My Commission Expires: August 18, 2015

Filed For Record in:  
Smith County, Texas  
On Jul 22, 2013  
at 01:12P

Receipt #: 661279  
Recording: 24.00  
Doc/Num : 00033934  
Doc/Type: Recordings - Land  
Deputy - Crystal Hahn

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

Karen Phillips  
County Clerk

## STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION

FINDING THAT 2002 DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF STALLION LAKE RANCH AS THE PROPER DEDICATORY  
INSTRUMENTS AND LATER AMENDMENTS NULL AND VOID

WHEREAS, the Board of Directors (the "Board") of Stallion Lake Ranch Property Owners Association (the "Association") finds that there is a need to establish the valid Declaration of Covenants, Conditions and Restrictions of Association; and

WHEREAS, the Board has a fiduciary duty to enforce the valid Dedicatory Instruments of the Association; and

WHEREAS, the Board recognizes that Amendments subsequent to 2002 are null and void because they were not approved in compliance with the Dedicatory Instruments; and

WHEREAS, the Board has determined that it is in the best interests of the Association for it to declare that the 2002 Declaration of Covenants, Conditions and Restrictions of Association as the proper Dedicatory Instruments and later amendments Null and Void effective on the filing of this document.

NOW, THEREFORE, IT IS RESOLVED that the findings that the 2002 Declaration of Covenants, Conditions and Restrictions of Association as the proper Dedicatory Instruments for Stallion Lake Ranch Property Owners Association, are as follows:

I. DEFINITIONS

In this Finding:

1. "Null and Void Document" shall refer to any improperly filed Dedicatory Instrument that will no longer be given legal effect.
2. "Valid Document" shall refer to any properly filed Dedicatory Instrument that will be given full legal effect.
3. "Dedicatory Instrument" shall refer to an instrument filed in the real property records of a county that includes covenants governing a residential subdivision.

## II. FINDINGS

1. The Board was made aware that subsequent Amendments to the 2002 Dedicatory Instruments, listed in Section IV below, were not properly voted or approved pursuant to the Dedicatory Instruments.
2. A review of Association voting records and minutes indicate that paragraph II(1) above is correct.
3. The Null and Void Documents, as listed in Section III below, are declared by the Board to have no legal effect from the date this Finding is filed and the Association will revert back to the Dedicatory Instruments listed in Section IV below.
4. All homeowners that have complied with any Null and Void Document, as listed in Section III below, have a one hundred and twenty (120) day grace period from the date this Finding is filed to present the Board with a written application for a variance.

## III. NULL AND VOID DOCUMENTS

1. The Document titled "First Amended Declaration of Covenants, Conditions, and Restrictions Stallion Lake Ranch, Phases 1, 2, and 3" as recorded in Document 2005-R0019052, Land Records of Smith County, Texas was not properly approved by the membership thus is a Null and Void Document.
2. The Document titled "Second Amended Declaration of Covenants, Conditions, and Restrictions Stallion Lake Ranch, Phases 1, 2, and 3" as recorded in Document 2005-R0030884, Land Records of Smith County, Texas was not properly approved by the membership thus is a Null and Void Document.
3. The Document titled "Third Amended Declaration of Covenants, Conditions, and Restrictions Stallion Lake Ranch, Phases 1, 2, and 3" as recorded in Document 2010-R00008258, Land Records of Smith County, Texas was not properly approved by the membership thus is a Null and Void Document.

## IV. VALID DOCUMENTS

1. The Document titled "Declaration of Covenants, Conditions, and Restrictions Stallion Lake Ranch, Phase 1" as recorded in Document 2002-R0019588, Land Records of Smith County, Texas was properly approved by the membership thus is a valid Dedicatory Instrument for the Association.

2. The Document titled "Declaration of Covenants, Conditions, and Restrictions Stallion Lake Ranch, Phase 2 and 3" as recorded in Document 2002-R0056797, Land Records of Smith County, Texas was properly approved by the membership thus is a valid Dedicatory Instrument for the Association.
3. The Document titled "First Amendment to Declaration of Covenants, Conditions, and Restrictions Stallion Lake Ranch, Phases 1, 2, and 3" as recorded in Document 2003-R0067139, Land Records of Smith County, Texas was properly approved by the membership thus is a valid Dedicatory Instrument for the Association.
4. The Document titled "Bylaws of Stallion Lake Ranch Property Owners Association a Nonprofit Corporation" as recorded in Document 2012-00006003, Land Records of Smith County, Texas was properly approved by the membership thus is a valid Dedicatory Instrument for the Association.

IT IS FURTHER RESOLVED that the purpose of finding the 2002 Declaration of Covenants, Conditions and Restrictions of Association as the proper Dedicatory Instrument for Stallion Lake Ranch Property Owners Association is to provide a standard for the Association.

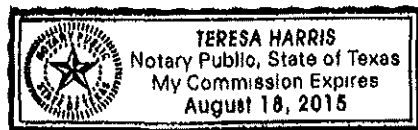
By signing below, I certify that the foregoing finding that the 2002 Declaration of Covenants, Conditions and Restrictions of Association as the proper Dedicatory Instrument for Stallion Lake Ranch Property Owners Association was adopted by the Board of Directors of Stallion Lake Ranch Property Owners Association on November 12, 2013.

November 21, 2013  
Date

[Signature]  
Authorized Director

STATE OF TEXAS           §  
                                      §  
COUNTY OF SMITH       §

BEFORE ME, the undersigned authority, on the 21 day of November, 2013, personally appeared, Brent Armstrong, to me known to be the President of Stallion Lake Ranch Property Owners Association and he/she acknowledged before me the he/she executed the same for the purposes therein expressed.



[Signature]  
Notary Public, State of Texas  
My Commission Expires: August 18, 2015

Filed For Record in:  
Smith County, Texas  
On Nov 26, 2013  
at 12:06P

Receipt #: 674708  
Recording: 24.00  
Doc/Num : 00053304  
Doc/Type: Recordings - Land  
Deputy - Guni Whittaker

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

Karen Phillips  
County Clerk

(To be recorded in Real Property Records of Smith County, Texas)  
 Stallion Lake Ranch Phase I; Stallion Lake Ranch Phase 2 & 3  
 (collectively "Stallion Lake Ranch")

## MANAGEMENT CERTIFICATE

As Required by Section 209.004, Texas Property Code

1. **Name of development.** Stallion Lake Ranch
2. **Subdivision information.** Stallion Lake Ranch is an addition in Smith County, Texas according to the plats thereof recorded on March 27, 2002, Cabinet 'D', Slide 140 B, 140C, 140D, 141A, 141B, 141C, 141D, 142A and 142B, Map Records, Smith County, Texas.
3. **Declaration information.** Lots in Stallion Lake Ranch are subject to the Declaration of Covenants, Conditions, and Restrictions for Stallion Lake Ranch, recorded on December 2, 2002, as Document Number 2002-R0056797, Real Property Records, Smith County, Texas, as it may be amended or supplemented from time to time.
4. **Name of property owners association.** Stallion Lake Ranch Property Owners Association, Inc. (a Texas nonprofit corporation).
5. **How to contact the association through its managing agent.**  

Chris Munsch  
 Rose City Property Management, Inc. Phone: (903) 534-0001  
 100 Independence Place, Suite 301 Fax: (903) 534-0072  
 Tyler, TX 75703 Website: <http://www.rosecitymanagement.com>
6. **Other information the association considers appropriate.** N/A.

**DATED** August 1, 2013

**STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC.,**  
 a Texas nonprofit corporation

By:   
 Name: Brent Armstrong  
 Title: President

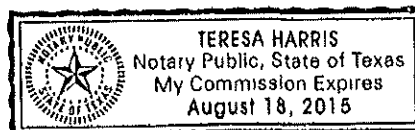
STATE OF TEXAS

COUNTY OF SMITH

Sworn to and subscribed before me on this 24 day of September, 2013, by Brent Armstrong, President of Stallion Lake Ranch Owners Association, Inc.

NOTARY PUBLIC

AFTER RECORDING, PLEASE RETURN TO:  
 Chris Munsch  
 Rose City Property Management, Inc.  
 100 Independence Place, Suite 301  
 Tyler, TX 75703

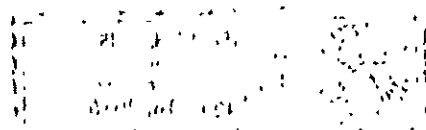


1  
Filed For Record in:  
Smith County, Texas  
On Oct 09, 2013  
at 04:02P

Receipt #: 670006  
Recording: 16.00  
Doc/Num : 00046850  
Doc/Type: Recordings - Land  
Deputy - Ernesto Leon

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

Karen Phillips  
County Clerk



**STALLION LAKE PROPERTY OWNERS ASSOCIATION, INC.****POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES**

THE STATE OF TEXAS

§

§

COUNTY OF SMITH

§

**WHEREAS**, Stallion Lake Property Owners Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded "Declaration of Covenants, Conditions and Restrictions Stallion Lake Ranch Phase 1," "Declaration of Covenants, Conditions and Restrictions Stallion Lake Ranch Phase 2 & 3," and any amended versions of such (hereinafter collectively referred to as the "Declarations");

**WHEREAS**, Section 209.0062 of the Texas Property Code requires property owners associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner can make partial payments to the Association for delinquent, regular or special assessments or any other amount owed to the Association without accruing additional penalties;

**WHEREAS**, Section 209.0062(e) requires property owners associations to file the Association's guidelines in the real property records of the county where the subdivision is located; and

**WHEREAS**, the Board of Directors of the Association (the "Board") desires to establish a policy for payment plans consistent with Section 209.0062 and to provide clear and definite guidance to owners.

**NOW THEREFORE, BE IT RESOLVED THAT:**

The following **POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES** is hereby adopted:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed to the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Member's Request.** Subject to the other provisions of this policy, any Member requesting an Alternative Payment Schedule in accordance with this document must submit such request to the Board, or its duly authorized representative or agent, in writing on or before the 30<sup>th</sup> day after the due date of any regular assessments, special assessments, or other amounts owed to the Association for which the Member wishes to enter into an Alternative Payment Schedule. Notwithstanding the forgoing, a written request received by the Association from a Member requesting an Alternative Payment Schedule, and subsequent

execution of a written plan in conformity with this policy, within ten (10) days from the date this policy is approved by the Association will be considered timely.

3. **Plan in Writing.** If the particular Member requesting a payment plan under this policy has met all requirements set forth herein, the Member shall enter into a written agreement ("Alternative Payment Agreement") with the Association regarding the terms of the particular payment schedule, which will be in accordance with this policy, on or before the 30<sup>th</sup> day after the due date of any regular assessments, special assessments or other amounts owed to the Association that would be the subject of the Alternative Payment Agreement. The Alternative Payment Agreement will be in a form prepared by the Association, its agent, or its attorney and must be signed by the Member. No partial payments will be accepted without an approved and signed written Alternative Payment Agreement. Any acceptance by the Association of a partial payment from a Member without a signed Alternative Payment Agreement does not in any way indicate acceptance or approval of an Alternative Payment Agreement.
4. **Term.** The term for any Alternative Payment Agreement shall be determined by the Association, its agent, or authorized representative on a case-by-case basis and shall be for a term that is at least three (3) months and not more than eighteen (18) months, with the delinquent amount being paid in full on or before the end of the term. Furthermore, the amount owed each month shall be determined by the Association, its agent, or authorized representative, and the due date for each payment, along with the amount of each payment shall be specified in the Alternative Payment Agreement.
5. **Priority of Payments.** Except when a Member is in default of an Alternative Payment Agreement, any payment received by the Association from a delinquent Member shall be applied to the Member's debt in the following order of priority:
  - a. any delinquent assessment;
  - b. any current assessment;
  - c. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
  - d. any attorney's fees incurred by the Association that are not subject to subsection c herein;
  - e. Any fines assessed by the Association; and
  - f. Any other amount owed to the Association.
6. **Members Not Subject to this Policy.** Any Member that has failed to honor the terms of a previous Alternative Payment Agreement during the 2 years following the Member's default under the previous Alternative Payment Agreement shall not be permitted to enter into an Alternative Payment Agreement unless the Board, in its sole discretion, determines such is appropriate.
7. **Administration Fee.** Any Member that enters into an Alternative Payment Agreement under this policy shall also owe a \$40.00 administrative fee for the preparation of and administration of the Alternative Payment Agreement, which shall be due immediately upon the Member's execution of the Alternative Payment Agreement.
8. **Suspension of Monetary Penalties.** During the existence of the Alternative Payment Agreement, and provided that all payments are timely paid by the Member, no additional "monetary penalties" shall be charged to the Member. For the purpose of this policy,

"monetary penalties" does not include reasonable costs associated with administering the Alternative Payment Agreement or interest.

9. **Payments.** Any and all payments made under an Alternative Payment Agreement entered into in accordance with this policy shall be made in the same manner that the regular assessments, special assessments and/or other amounts owed to the Association would otherwise be paid.
10. **Modification by Board.** The Board, in its sole discretion, may approve a request by any Member that may not otherwise be in compliance with this policy so long as such approval would be in accordance with any and all applicable laws. Each request submitted under this provision shall be considered by the Board on a case-by-case basis and the Board shall at no point be required to approve any such request, unless it so chooses.
11. **Grace Period.** If any date identified herein falls on a holiday or weekend, such date shall be automatically extended to the next business day.
12. **Compliance with Applicable Law.** If any applicable law relating to Alternative Payment Schedules for Certain Assessments (TEX. PROP. CODE § 209.0062 and other applicable statutes) is subsequently amended and the terms of this policy are no longer in conformity with the applicable law, each term identified herein that is not in conformity with any applicable law shall be automatically severed, if necessary, or modified with the applicable language of any such law immediately upon the effective date of any such law so that the terms of this policy will at all times be in conformity with any and all applicable laws without the need of further action by the Association or its Board.

Approved and adopted this 16 day of November, 2015, by the Board of Directors of Stallion Lake Ranch Property Owners Association, Inc. at a duly called and held meeting of the Board of Directors.

By: \_\_\_\_\_

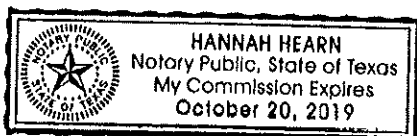
Mark Waters  
President

THE STATE OF TEXAS

§  
§  
§

COUNTY OF SMITH

THIS INSTRUMENT was acknowledged before me on this the 16 day of November, 2015, by Mark Waters, President of Stallion Lake Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

# Smith County



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**DO NOT REMOVE**

**THIS PAGE IS PART OF THE INSTRUMENT**

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Filed for Record in  
Smith County, Texas  
11/23/2015 09:02:31 AM  
Fee: \$34.00  
20150100054376  
BY LAWS  
Deputy -Alma Delgado  
I hereby certify that this instrument was  
filed and duly recorded in the Official  
Public Records of Smith County, Texas

*Karen Phillips*

Karen Phillips  
County Clerk



Smith County  
Judy Carnes  
County Clerk  
Tyler Tx 75702



70 2010 00053732

Instrument Number: 2010-R00053732

As

Recorded On: November 16, 2010

Recordings - Land

Parties: STALLION LAKE RANCH PROPERTY OWNERS ASSOC

To PUBLIC

Billable Pages: 1

Number of Pages: 2

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

|                   |       |
|-------------------|-------|
| Recordings - Land | 16.00 |
| Total Recording:  | 16.00 |

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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

File Information:

Document Number: 2010-R00053732

Receipt Number: 561935

Recorded Date/Time: November 16, 2010 09:07:48A

User / Station: H Nuss - Cash Station 2

Record and Return To:

CHRIS MUNSCH

ROSE CITY PROPERTY MANAGEMENT, INC.

100 INDEPENDENCE PLACE, SUITE 306

TYLER TX 75703



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

*Judy Carnes*

County Clerk  
Smith County, Texas

(To be recorded in Real Property Records of Smith County, Texas)  
Stallion Lake Ranch Phase I; Stallion Lake Ranch Phase 2 & 3  
(collectively "Stallion Lake Ranch")

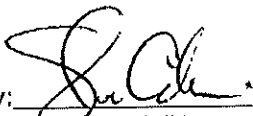
## MANAGEMENT CERTIFICATE

As Required by Section 209.004, Texas Property Code

1. **Name of development.** Stallion Lake Ranch
2. **Subdivision information.** Stallion Lake Ranch is an addition in Smith County, Texas according to the plats thereof recorded on March 27, 2002, Cabinet 'D', Slide 140 B, 140C, 140D, 141A, 141B, 141C, 141D, 142A and 142B, Map Records, Smith County, Texas.
3. **Declaration information.** Lots in Stallion Lake Ranch are subject to the Declaration of Covenants, Conditions, and Restrictions for Stallion Lake Ranch, recorded on December 2, 2002, as Document Number 2002-R0056797, Real Property Records, Smith County, Texas, as it may be amended or supplemented from time to time.
4. **Name of property owners association.** Stallion Lake Ranch Property Owners Association, Inc. (a Texas nonprofit corporation).
5. **How to contact the association through its managing agent.**  
  
Chris Munsch  
Rose City Property Management, Inc. Phone: (903) 534-0001  
100 Independence Place, Suite 306 Fax: (903) 534-0072  
Tyler, TX 75703 Website: <http://www.rosecitymanagement.com>
6. **Other information the association considers appropriate.** N/A.

**DATED** November 1, 2010

**STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC.,**  
a Texas nonprofit corporation

By:   
Name: Steve Calkins  
Title: President

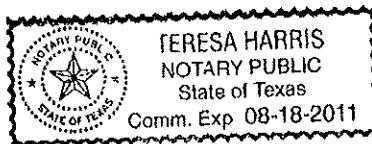
STATE OF TEXAS

COUNTY OF SMITH

Sworn to and subscribed before me on this 11 day of November, 2010, by Steve Calkins, President of Stallion Lake Ranch Owners Association, Inc.

  
NOTARY PUBLIC

AFTER RECORDING, PLEASE RETURN TO:  
Chris Munsch  
Rose City Property Management, Inc.  
100 Independence Place, Suite 306  
Tyler, TX 75703



---

**STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC.'S POLICY FOR  
APPLICATION OF PAYMENTS, ALTERNATIVE PAYMENT PLANS, AND  
REQUESTS FOR ASSOCIATION RECORDS**

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WHEREAS, effective January 1, 2012, Chapter 209 of the Texas Property Code mandates that each Association adopt a Policy for identifying the retention periods for the books, records, and/or other documents of the Association and prescribing the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the duly elected Board of Directors for STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC., has determined the Association is best served by ensuring that it complies with all State mandates and requirements to establish this Policy concerning the retention, production and copying of information, books, and records of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association, by and through its Board of Directors, does hereby adopt the following Policy for the stated purpose.

**ARTICLE I**

**Alternative Payment Schedule for Delinquent Assessment**

- 1.1. All owners that are delinquent on their assessments are entitled to enter into an alternative payment schedule with STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC., for the payment of the assessments, fees, fines, attorney's fees, and other costs incurred due to the delinquency.
  - 1.1.1. **Terms:** Any payment plan entered between the delinquent owner and the Association shall be for a term of not less than three (3) months, and no longer than eighteen (18) months from the date of the execution of the payment schedule.
  - 1.1.2. **Owners Not Eligible:** The Association is not required to enter into any payment plan to the extent the delinquent owner seeks an alternative payment plan and has failed to completely honor the terms of a previous payment plan during the two (2) years prior to the date of new request.

**ARTICLE II**  
**Application of Payment**

- 2.1. Any payment received by the Association from an owner shall be applied to the owner's debt in the following manner:
- 2.1.1 Payment to delinquent assessments;
  - 2.1.2. Payment to Current assessment;
  - 2.1.3 Payment to any attorney's fees or third party collection costs incurred by the Association solely with assessments or any other charge that could provide the basis for foreclosure;
  - 2.1.4. Payment of attorney's fees incurred by the Association that is not the basis for foreclosure;
  - 2.1.5. Payment of fines assessed by the Association;
  - 2.1.6. Payment of any other amount owed to the Association.
- 2.2. However, if the owner is in default under a payment plan with the Association for delinquent assessments or dues, the Association is not required to apply the funds received in the order specified in the foregoing.

**ARTICLE III**  
**Document Retention Policy**

- 3.1. The books and records of the Association, including financial records, shall be open to and reasonably available for examination by an owner, or a person designated in writing signed by the owner as the owner's agent, attorney, or certified public accountant. An owner is entitled to obtain from the Association copies of information contained in the books and records. An owner, or the owner's authorized representative, must submit a written request for access or information by certified mail, with sufficient detail describing the books and records requested, to the mailing address of the Association as reflected on the most current management certificate. The request must contain an election either to inspect the books and records before obtaining copies, or to have the Association forward copies of the requested books and records.

- 3.2.. An attorney's files and records relating to the Association, excluding invoices requested by an owner under Section 209.008(d) of the Texas Property Code are not records of the Association and are not subject to inspection by the owner, or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. Any document that constitutes attorney work product or that is privileged as an attorney-client privileged communication is not required to be produced.
- 3.3. The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an owner, an owner's personal financial information, including records of payment/nonpayment of amounts due the Association, an owner's contact information other than the owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual owner. These records may be made available only with (i) the express written approval of the owner whose records are the subject of the request, or (ii) if a court of competent jurisdiction orders the release of the records.
- 3.4. If inspection is requested, the Association, on or before the tenth (10<sup>th</sup>) business day shall send written notice of dates during normal business hours that the owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection shall take place at a mutually agreed upon time during normal business hours.
- 3.5. If copies are requested, the Association shall produce the requested records for the owner on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request except as otherwise provided herein. The Association may produce the requested records in hard copy, electronic, or other format reasonably available to the Association.
- 3.6. If the Association is unable to produce the records on or before the tenth (10<sup>th</sup>) business day, the Association shall give the owner notice that it is unable to produce the records within ten (10) business days, and state a date by which the information will be sent or made available for inspection, on a date not more than fifteen (15) business days after the date the notice is given.
- 3.7. Notwithstanding anything contained herein to the contrary, all records shall be produced subject to the terms of this Policy as set out below. The Association may require advance payment of estimated costs per its adopted policy.

**ARTICLE IV**  
**Custodian of Records**

- 4.1. The Secretary of the Board or other person designated by the Board, is the designated Custodian of the Records of Association, As such, the Secretary of the Board is responsible for overseeing compliance with this Policy. Any questions regarding this Policy shall be directed to the Custodian of the Records of the Association

**ARTICLE V**  
**Procedure for Requesting Documents**

- 5.1. All requests for information must comply with the requirements set forth hereinabove. The dated and signed, written request must state the specific information being requested.
- 5.2. Requests for information will NOT be approved when the information regards pending legal issues, unless specifically required by law; information of personnel matters such as individual salaries; information about other members; and information that is privileged or confidential.

**ARTICLE VI**  
**Costs of Requested Documents**

- 6.1. The costs of compiling information and making copies shall not exceed those set forth in 1 TAC §70.3. The following fee schedules and explanations comply with this code section.
- 6.2. The following are the costs of materials, labor, and overhead which shall be charged to the owner requesting. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.
- 6.3. Copy Charge:

- 6.3.1. **Standard paper copy.** The charge for paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- 6.3.2. **Nonstandard copy:** Covers materials onto which information is copied and does not reflect any additional charges, including labor that may be associated with a particular request. Charges for nonstandard copies are:
- A. Diskette - \$1.00
  - B. Magnetic tape - actual cost
  - C. Data cartridge - actual cost
  - D. Tape cartridge - actual cost
  - E. Rewritable & non-rewritable CD - \$1.00
  - F. Digital video disc - \$3.00
  - G. JAZ drive - actual cost
  - H. Other electronic media - actual cost
  - I. VHS video cassette - \$2.50
  - J. Audio cassette - \$1.00
- 6.3.3. **Oversize paper copy** (e.g. 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper - \$.50
- 6.3.4. **Specialty paper** (e.g. Mylar, blueprint, blueline, map, photographic) - actual cost
- 6.4. **Labor Charge:** For locating, compiling, manipulating data, and reproducing public information, the following charges shall apply:
- 6.4.1. **Labor charge** - \$25.00 per hour. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information;
- 6.4.2. Labor charge may be charged when confidential information is mixed with public information in the same page, an attorney, legal assistant, or any other person who reviews the requested information, for time spent to redact, blackout, or otherwise obscure confidential information for requests of 50 or fewer pages.
- 6.5. **Miscellaneous Supplies:** The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge. Related postal or shipping expenses which are necessary to transmit the reproduced information may be added to the total charge. If payment by credit card is accepted, if a

transaction fee is charged by the credit card company, that fee may be added to the total charge.

**ARTICLE VII**  
**Association's Denial of Requested Information:**

- 7.1. If it is decided that a request for information is inappropriate or unapproved, the Board, or its designee, will notify the requesting member of that decision and the reason for it in a timely manner. The Board, or its designee, will inform the member, in writing of their right to appeal to the Board.

**ARTICLE VIII**  
**Document Retention Policy**

- 8.1. The Association retains specific documents for the time periods outlined in the table located in Section 8.2. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to those listed in the schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on Section 8.2 will be maintained for the identified time period.
- 8.2. Document Retention Dates:

| <b>DOCUMENT RETENTION POLICY</b>   |  |
|--|--|
| <b>DOCUMENT TYPE</b>   | <b>TIME PERIOD</b>   |
| <b>1. ACCOUNTS PAYABLE</b><br>Accounts payable, accounts receivable support ledgers                                  | 7 years  |
| <b>2. ACCIDENT/SAFETY REPORTS</b><br>Accident reports and insurance claims   | 7 years; Claims of minors should be retained 7 years or at until the minor turns 21, whichever is longer             |
| <b>3. ACCIDENT REPORTS (WORKERS COMP)</b><br>Accident reports and insurance claims for workers compensation injuries | 7 years<br>Unless employee is disabled, for longer period of time in which case a period of disability plus 4 years. |
| <b>4. MEMBER ASSESSMENT RECORDS</b>  | Period of ownership plus two (2) years   |

|   |   |
|---|---|
|   | Unless period of ownership exceeds five (5) years, then retain last five (5) years.       |
| <b>5. AUDIT RECORDS</b><br>Independent Audit Records  | 7 years   |
| <b>6. BANK RECORDS</b><br>Statement of financial accounts, deposit tickets, cancelled checks, reconciliation statements.  | 7 years   |
| <b>7. BOARD PACKAGES</b><br>Documentation delivered to the Board prior to meetings. Temporary, intermediate documents used to develop final deliverable documents.                              | After meeting   |
| <b>8. BUDGETS</b><br>Association budgets  | 7 years   |
| <b>9. COMMITTEE CHARTERS</b><br>Committee charters  | Indefinitely  |
| <b>10. COMMITTEE REPORTS</b><br>Committee reports   | 4 years   |
| <b>11. CONTRACTS</b><br>Final contracts between the Association and another entity.   | Later of completion of performance or expiration of the contract term plus four (4) years |
| <b>12. CONTRACT BID PROPOSALS/SPECIFICATIONS</b><br>For contract proposals not entered into by the Association.   | 2 years   |
| <b>13. CORPORATE FINANCIAL RECORDS AND BOOKS</b><br>Year End Financial Records and supporting documents   | 7 years   |
| <b>14. CORPORATE GOVERNANCE DOCUMENTS</b><br>Plats, Articles of Incorporation, By Laws, Restrictions, Rules, Regulations, Policies and Guidelines and all amendments thereto, deeds, easements. | Indefinitely  |

|  |   |
|--|---|
| <b>15. CORRESPONDENCE-MEMBERS</b><br>Correspondence relating to general matters  | 4 years   |
| <b>16. CORRESPONDENCE-MEMBERS</b><br>Correspondence to/from members - kept in member file                                | 2 years   |
| <b>17. DEEDS</b><br>Deed records relating to common areas which are recorded in the real property records.               | Indefinitely  |
| <b>18. DEED RESTRICTION ACTIVITY RECORDS</b><br>Member deed restriction activity records                                 | Period of ownership plus two (2) years.<br>Unless period of ownership exceeds five (5) years, then retain last five (5) years.    |
| <b>19. EASEMENT AGREEMENTS</b><br>Easements between the association and another entity.                                  | Indefinitely  |
| <b>20. EMPLOYEE APPLICATIONS</b><br>Applications from employees who were not hired                                       | 4 years   |
| <b>21. EXPENSE REPORTS</b>   | 7 years   |
| <b>22. FINAL DOCUMENTS</b><br>Final deliverable documents which are not superseded or incorporated into later documents. | See Document Type<br>Contract drafts have benefit as they can help clarify contract terms negotiated which may later be disputed. |
| <b>23. JUDGMENTS</b><br>Court judgments  | Until judgment amount is paid in full. Judgments can be renewed every ten (10) years.   |
| <b>24. LABOR CONTRACTS</b><br>Contract for labor or employment   | Contract period plus 4 years  |
| <b>25. LEASES</b><br>Leases relating to equipment  | Lease term plus 4 years   |
| <b>26. LOAN DOCUMENTS</b><br>Documents relating to loans plus security agreements  | Until the loan is fully discharged plus 4 years   |
| <b>27. MEETING TAPE OR VIDEO RECORDS</b><br>Video or audio tape of meetings-strongly advise against these                | If made, destroy prior to next meeting.<br>See Meeting Minutes if used as same.   |

|  |  |
|--|--|
| <b>28. MEMBER OR OWNER RECORDS</b><br>Member or Owner voting lists or Name, address, telephone, and email address.                                 | Period of ownership plus 2 years<br>Unless period of ownership exceeds 5 years, then retain last 5 years   |
| <b>29. MINUTES – BOARD OF DIRECTORS</b><br>Board minutes and written consents in lieu of a meeting   | 7 years  |
| <b>30. MINUTES – MEMBER MEETINGS</b><br>Annual member meetings   | 7 years  |
| <b>31. MINUTES – EXECUTIVE SESSION MEETINGS</b><br>Executive session meeting minutes   | 7 years  |
| <b>32. NEWSLETTERS</b><br>Newsletter or inserts sent to association members  | 5 years  |
| <b>33. OPINION LETTERS OR REPORTS</b><br>Prepared by professionals including attorney, accountant, engineer  | Indefinitely   |
| <b>34. OWNER INFORMATION</b><br>Current name and address of each owner   | Updated continually  |
| <b>35. PURCHASE ORDERS</b>   | Four (4) years   |
| <b>36. RESERVE STUDIES</b><br>Documents relating to study of common area and amount of funds necessary to fund upkeep, maintenance and replacement | Time period for which the reserve study covers, plus 4 years statute of limitations period   |
| <b>37. TAX RETURNS</b><br>Federal and State Income, Franchise Tax Returns and supporting documentation   | Indefinitely   |
| <b>38. VENDOR INVOICES</b><br>Invoices associated with final contracts between the Association and another entity                                  | Later of completion of performance or expiration of the contract term plus 4 years for statute of limitations for any action relating to a breach of contract. |
| <b>39. VOTING RECORDS</b><br>Associations board member election records including proxies and ballots  | 1 year, Unless election is contested, then retain for period of contest  |

SIGNED on the 13 day of September, 2018.

I, Alton E. Robertson, President of STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC., do hereby declare, swear and affirm that this Policy for Application for Payments, Alternative Payment Plans, and Requests for Association Records was approved by affirmative vote of STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC.

Alton E. Robertson, President of Stallion Lake Ranch Property Owners Association, Inc.

I, Lawrence Lilly, Secretary of STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC., do hereby declare, swear and affirm that this Policy for Application for Payments, Alternative Payment Plans, and Requests for Association Records was approved by affirmative vote of STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC.

Lawrence Lilly, Secretary of Stallion Lake Ranch Property Owners Association, Inc.

ACKNOWLEDGMENTS

STATE OF TEXAS

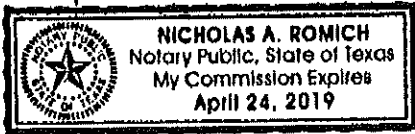
§

§

COUNTY OF Dallas

§

This instrument was acknowledged before me by Alton E. Robertson, President of STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC., on the 13<sup>th</sup> day of September, 2018.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

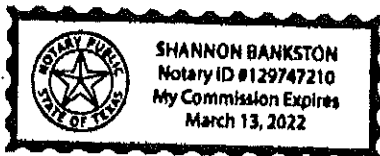
§

§

COUNTY OF Dallas

§

This instrument was acknowledged before me by Lawrence Lilly, Secretary of STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC., on the 13<sup>th</sup> day of September, 2018.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

# Smith County



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**DO NOT REMOVE**

**THIS PAGE IS PART OF THE INSTRUMENT**

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Filed for Record in  
Smith County, Texas  
11/16/2018 03:41:00 PM  
Fee: \$66.00  
20180100046948  
BY LAWS  
Deputy -Suni Whittaker  
I hereby certify that this instrument was  
filed and duly recorded in the Official  
Public Records of Smith County, Texas

*Karen Phillips*

Karen Phillips  
County Clerk



STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, INC.

ADOPTION OF BYLAWS

WHEREAS, the Board of Directors (the "Board") of Stallion Lake Ranch Property Owners Association, Inc., (the "Association") finds that there is a need to increase the number of board members from three to five; and

PURSUANT TO, as stated in the Bylaws of Stallion Lake Ranch under 9. OFFICERS AND THEIR DUTIES, 9:1 Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, and a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.

PURSUANT TO, as stated in the Bylaws of Stallion Lake Ranch under 9. OFFICERS AND THEIR DUTIES, 9:4 Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold officer for such period, have such authority, and perform such duties as the Board may from time to time, determine.

WHEREAS, the Board of Directors voted via email on February 4, 2021 with motion made by Sarah Walker to add 2 board members to the Stallion Lake Ranch Board for a total of 5 Board members. This was seconded by LeAnn Sewell with John Parsons opposing. The motion was passed by majority vote.

WHEREAS, the Board of Directors has determined it is in the best interests of the Association for it to ratify and approve this Board Resolution increasing the Board of Directors from three to five.

NOW, THEREFORE, IT IS RESOLVED that the Board of Directors shall be increased from three to five Board Members.

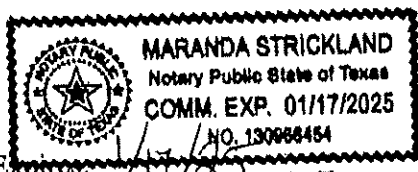
By signing below, I certify that the foregoing resolution regarding increasing the Board of Directors is adopted by the Board of Directors for Stallion Lake Ranch Property Owners Association, Inc., on March 4, 2021.

April 16, 2021  
Date

LeAnn Sewell VP  
Authorized Director

STATE OF TEXAS       §  
                                  §  
COUNTY OF SMITH   §

BEFORE ME, the undersigned authority, on the 16<sup>th</sup> day of April, 2021, personally appeared, LeAnn Sewell, to me known to be the Vice President of Stallion Lake Ranch Property Owners Association, Inc., and he/she acknowledged before me the he/she executed the same for the purposes therein expressed.



Maranda Strickland  
Notary Public, State of Texas  
My Commission



\*VG-23-2021-202101015802\*

Smith County  
Karen Phillips  
Smith County Clerk

---

Document Number: 202101015802

Real Property Recordings  
BY LAWS

Recorded On: April 23, 2021 12:59 PM

Number of Pages: 2

Billable Pages: 1

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" Examined and Charged as Follows: "

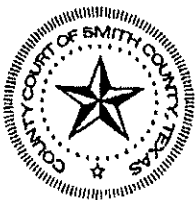
Total Recording: \$26.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*  
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.

File Information:

Document Number: 202101015802  
Receipt Number: 20210423000124  
Recorded Date/Time: April 23, 2021 12:59 PM  
User: Adrius K



STATE OF TEXAS

Smith County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time  
printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips  
Smith County Clerk  
Smith County, TX

STATE OF TEXAS           §  
                                     §  
COUNTY OF SMITH       §

**PROPERTY OWNERS' ASSOCIATION  
MANAGEMENT CERTIFICATE  
FOR  
STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION**

This PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE (this "*Certificate*") is made on behalf of STALLION LAKE RANCH PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation (the "*Association*").

**W I T N E S S E T H :**

**WHEREAS**, Texas Land and Lakes, Inc., a Texas corporation, as Declarant, previously placed of record that certain Declaration of Covenants, Conditions and Restrictions for Stallion Lake Ranch, Phase 1, recorded on April 29, 2002, under Document No. 20020100019588, and that certain Declaration of Covenants, Conditions and Restrictions for Stallion Lake Ranch, Phase 2 & 3, recorded on December 2, 2002, under Document No. 20020100056797, both recorded in the Official Public Records of Smith County, Texas (collectively referred to as the "*Declaration*") including any amendments thereof or supplements thereto are incorporated herein for all purposes.

**WHEREAS**, the Association has caused this Certificate to be prepared and filed in accordance with the provisions of the Texas Residential Property Owners Protection Act as provided in Section 209.004 of the Texas Property Code.

**NOW, THEREFORE**, the undersigned hereby certifies as follows on behalf of the Association:

1.     **Name of the Subdivision**. The name of the subdivision which is the subject of the Declaration is (i) Stallion Lake Ranch, Phase I; (ii) Stallion Lake Ranch, Phase II; and (iii) Stallion Lake Ranch, Phase III.

2.     **Name of the Association**. The name of the Association is Stallion Lake Ranch Property Owners Association.

3.     **Recording Data for the Subdivision**. The recording data for Stallion Lake Ranch, Phase I is recorded as (i) Document No. 20021100014228 and Document No. 200211000142281; (ii) Stallion Lake Ranch, Phase II is recorded as Document No. 200211000548541 and Document No. 20021100054854; and (iii) Stallion Lake Ranch, Phase III is recorded as Document No. 200211000548531 and Document No. 20021100054853, respectively, in the Plat Records of Smith County, Texas.

4. **Recording Data for the Declaration.** The Declaration is recorded as (i) Document No. 20020100019588 and Document No. 20020100056797, along with that certain (ii) First Amendment to the Declaration, filed as Document No. 20030100067139; (iii) the First Amended Declaration of Covenants, Conditions and Restrictions for Stallion Lake Ranch Phases 1, 2, & 3, filed as Document No. 320050100019052; (ii) the Second Amended Declaration of Covenants, Conditions and Restrictions for Stallion Lake Ranch Phases 1, 2, & 3, filed as Document No. 20050100030884; (iii) the Third Amended Declaration of Covenants, Conditions and Restrictions for Stallion Lake Ranch Phases 1, 2, & 3, filed as Document No. 20100100008258; and any amendments thereof or supplements thereto are recorded in the Official Public Records of Smith County, Texas.

5. **Mailing Address and Telephone/Facsimile Numbers.** The current mailing address for the Association is c/o MAC Group Management Company, 17130 Dallas Parkway, Suite 220, Dallas, Texas 75248, telephone (469) 939-4928, and facsimile (469) 519-4181.

6. **Resale Certificates and Other Information.** Resale Certificates and other information regarding the Association may be requested by contacting the Association c/o MAC Group Management Company via [www.macgrouponline.com](http://www.macgrouponline.com). The phone number for MAC Group Management Company is (469) 939-4928, facsimile (469) 519-4181 or you may contact the office for MAC Group Management Company at 17130 Dallas Parkway, Suite 220, Dallas, Texas 75248

**IN WITNESS WHEREOF**, the undersigned has caused this Certificate to be executed on behalf of the Association in compliance with Section 209.004 of the Texas Property Code.

**ASSOCIATION:**

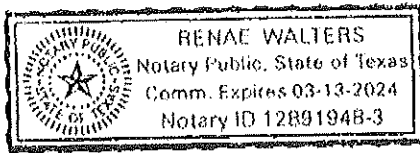
**STALLION LAKE RANCH PROPERTY  
OWNERS ASSOCIATION,**  
a Texas non-profit corporation

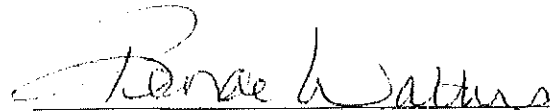
By: MAC Group Management Company  
Its: Managing Agent

By: Stephanie Smith  
Stephanie A. Smith Community Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 14 day of June, 2021, by Stephanie A. Smith, Community Manager with MAC Group Management Company, the Managing Agent of Stallion Lake Ranch Property Owners Association, a Texas non-profit corporation.



  
Notary Public, State of Texas

**Smith County  
Karen Phillips  
Smith County Clerk**

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**Document Number: 202101024054**

eRecording - Real Property

CERTIFICATE

Recorded On: June 16, 2021 12:55 PM

Number of Pages: 4

Billable Pages: 3

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**" Examined and Charged as Follows: "**

Total Recording: \$34.00

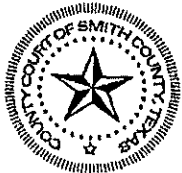
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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 202101024054  
Receipt Number: 20210616000106  
Recorded Date/Time: June 16, 2021 12:55 PM  
User: Brenda C



**STATE OF TEXAS  
COUNTY OF SMITH**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Smith County, Texas.

Karen Phillips  
Smith County Clerk  
Smith County, TX

### MANAGEMENT CERTIFICATE

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.  
This amends all prior Management Certificates filed for this Association.

This MANAGEMENT CERTIFICATE (this "Certificate") is made effective as of September 1, 2021 by Stallion Lake Ranch Property Owners Association, Inc. a/k/a Stallion Lake Ranch, Phases 1, 2, & 3, a Texas non-profit corporation (the "Association").

### WITNESSETH:

WHEREAS, the Declarant for Stallion Lake Ranch, Phases 1, 2, & 3 has previously placed of record that certain Declaration of Covenants, Conditions and Restrictions for Stallion Lake Ranch, Phase 1 filed of record on or about April 29, 2002 (the "Declaration for Phase 1") and recorded at Document #2002-R0019588 in the Real Property Records of Smith County, Texas, which Declaration is incorporated herein for all purposes.

WHEREAS, the Declarant for Stallion Lake Ranch, Phases 1, 2, & 3 has previously placed of record that certain Declaration of Covenants, Conditions and Restrictions for Stallion Lake Ranch, Phases 2 & 3 filed of record on or about December 2, 2002 (the "Declaration for Phase 2 & 3") and recorded at Document #2002-R0056797 in the Real Property Records of Smith County, Texas, which Declaration is incorporated herein for all purposes.

WHEREAS, Declarant has created the Association for the benefit of Stallion Lake Ranch, Phases 1, 2, & 3.

WHEREAS, the Association was duly formed on May 16, 2002, as Stallion Lake Ranch Property Owners Association, Inc. a/k/a Stallion Lake Ranch, Phases 1, 2, & 3.

WHEREAS, the Association has caused this Certificate to be prepared and filed in accordance with the provisions of the Texas Property Code as provided in Section 209 of the Texas Property Code.

NOW, THEREFORE, the undersigned hereby certifies as follows on behalf of the Association:

1. Name of the Subdivision. The name of the subdivision which is subject to the Declaration is Stallion Lake Ranch, Phases 1, 2, & 3.
2. Name of the Association. The name of the Association is the Stallion Lake Ranch Property Owners Association, Inc. a/k/a Stallion Lake Ranch, Phases 1, 2, & 3 and is located at Smith County, Texas. The mailing address for the Association is Rose City Property Management, 5605 FM 423 Suite 500 PMB #418, Frisco, TX 75036.
3. Recording Data for the Subdivision. The Declaration, Bylaws and Plats to the subdivision and any amendments, supplements and additions thereto have been recorded in the Smith County Clerk's office.
4. Recording Data for the Declaration. The Declaration for Phase 1 for the Association was filed on or about April 29, 2002 (the "Declaration for Phase 1") recorded at Document #2002-R0019588 in the Real Property Records of Smith County, Texas; which Declaration is

Incorporated herein for all purposes and any amendments or supplements thereto.

The Declaration for Phase 2 & 3 for the Association was filed on or about December 2, 2002 (the "Declaration for Phase 2 & 3") recorded at Document ##2002-R0056797 in the Real Property Records of Smith County, Texas; which Declaration is incorporated herein for all purposes and any amendments or supplements thereto

The Declarations (collectively as Phases 1, 2, & 3) were amended as follows:

- On or about April 20, 2005 at Instrument #2005-R0019052;
- On or about June 22, 2004 at Instrument #2005-R0030884; and
- On or about February 22, 2010 at Instrument #2010-R00008258.

5. The Name and Mailing Address of Managing Agent. The Association's managing agent is:

Rose City Property Management  
108 N. Houston Street  
Bulford, TX 75757

6. Manager of the Association. The telephone number for the manager of the Association is 903-630-6355 and the email address for the manager of the Association is [carrie@rosecitymanagement.com](mailto:carrie@rosecitymanagement.com).

7. Website for the Association. The website for the Association is <https://app.townsq.io/login>.\*

8. Resale Certificates: Resale Certificates may be requested by contacting Rose City Property Management at [resales@thetacgroupco.com](mailto:resales@thetacgroupco.com) or at <https://www.homewisedocs.com>. The Resale Fee is \$350.00 and shall be payable to Rose City Property Management. The Transfer Fee is \$100.00 and shall be payable to Rose City Property Management.

\*Please Note: Supplementary documents may be requested for an additional fee through [Homewisedocs.com](https://www.homewisedocs.com).

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed as of the date first above written.

ASSOCIATION:

Stallion Lake Ranch Property Owners Association, Inc.  
a/k/a Stallion Lake Ranch, Phases 1, 2, & 3, a Texas non-profit corporation

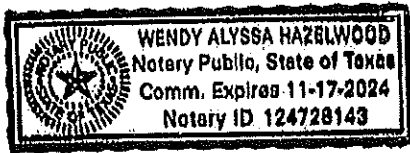
By:

*Carrie Montgomery, Managing Agent*  
Authorized Representative for  
Stallion Lake Ranch Property Owners  
Association, Inc. a/k/a Stallion Lake Ranch,  
Phases 1, 2, & 3

THE STATE OF TEXAS §  
COUNTY OF SMITH §

This instrument was acknowledged before me on this 15 day of September, 2021 by Cara Penning Authorized Representative for Stallion Lake Ranch Property Owners Association, Inc. a/k/a Stallion Lake Ranch, Phases 1, 2, & 3, a Texas non-profit corporation, on behalf of such corporation.

Notary Public in and for the State of Texas



Wendy Alyssa Hazelwood  
Notary Public Signature

**Smith County  
Karen Phillips  
Smith County Clerk**

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**Document Number:** 202101041396

eRecording - Real Property

CERTIFICATE

Recorded On: October 06, 2021 03:21 PM

Number of Pages: 4

Billable Pages: 3

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**" Examined and Charged as Follows: "**

Total Recording: \$34.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 202101041396

Receipt Number: 20211006000158

Recorded Date/Time: October 06, 2021 03:21 PM

User: Adrius K



**STATE OF TEXAS  
COUNTY OF SMITH**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Smith County, Texas.

Karen Phillips  
Smith County Clerk  
Smith County, TX