

**BYLAWS OF
HIDEAWAY ESTATES HOMEOWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION**

Revision A – January 2005 – Many sections revised as Developers turned governance over to the Homeowners

Revision B – January 2007 – See Article IV, Section 3

Revision C – January 2008 – See Article IV, Section 3

ARTICLE I. NAME AND LOCATION

The name of the corporation is HIDEAWAY ESTATES HOMEOWNERS ASSOCIATION, INC. The principal office of the corporation shall be the address of the current Association President. Dues should be sent to the current Association Treasurer. Meetings of members and directors may be held at such places within the state of Texas as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. “Association” shall mean and refer to HIDEAWAY ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. “Common Area” shall mean all real property owned or held by the Association in fee, as an easement, under lease or otherwise for the common use and enjoyment of the owners.

Section 3. “Declaration” shall mean and refer to the Declarations of Covenants, Conditions, and Restrictions applicable to the Project of record in Volume 368, Page 538 of the Real Property Records of Hunt County, Texas.

Section 4. “Project” shall mean and refer to Hideaway Estates, Phase II, a rural subdivision as defined by the recorded plat thereof in Volume 400 at Page 1403 of the Plat Records of Hunt County, Texas.

Section 5. “Owner” shall mean and refer to the owner of any lot within the Project other than the Board. As to any tract owned by the Board “Owner” shall mean and refer to the purchaser under a contract of purchase and sale between the Board and such person.

Section 6. “Member” shall mean and refer to Owners of Lots within the Project who are required to accept membership in the Association and to Owners of Lots in Hideaway Estates, a subdivision described and depicted on a plat of record in Volume 400 at Page 1323 of the Real Properties Records of Hunt County, Texas, who elect to become Members consistent with the terms and provisions of the Articles of Incorporation and Bylaws of the Association and the Declaration.

Section 7. “Lot” shall mean and refer to any lot within the Project owned by an Owner or any lot within Hideaway Estates whose owner has elected and been accepted to become a member of the corporation.

Section 8. “Agreement” shall mean and refer to the Agreement dated December 8, 1995, between the Developers and the Association with reference to the common areas within Hideaway Estates, Phase II.

ARTICLE III. MEMBERS AND MEMBERSHIP

Section 1. Class "B" Members. The Class B members shall be all persons, firms, corporations or entities purchasing or otherwise acquiring a lot from a Developer, and the heirs, executors, administrators, successors and assigns of such members. Each Class B member shall be entitled to one vote in the affairs of the Association for each lot owned by a Class B member.

Section 2. Class "C" Members. The Class C members shall be all persons, firms, corporations, or entities owning a lot or lots within Hideaway Estates, a subdivision in Hunt County, Texas on the date of organization of the corporation who elect to become members of the corporation by filing an application for such membership and have been accepted into the Association and the heirs, executors, administrators, successors and assigns of such members. No Class C member shall be entitled to vote in the management of the affairs of the Association.

Section 3. Membership. Each Owner of a lot in the Project shall be a member of the Association entitled to cast a vote at any meeting of the membership upon the governance of its affairs as specified in Article III, Section 1 and Section 2 respectively. If more than one person is the Owner of a single Lot, each such person shall be an member of the Association, but all Owners of a particular Lot shall designate one Owner among them to cast the single vote upon the affairs of the governance of the Association to which they as a group of Owners of a single Lot are entitled.

ARTICLE IV. MEETING OF MEMBERS

Section 1. Annual Meetings Annual meetings will be held at a time and date determined by the Board of Directors.

Section 2. Special meetings. Special meetings of 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 (1/4) of all votes.

Section 3. Notice of Meetings. 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 **or emailing (option added at 2008 annual meeting)** 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 thereat, addressed to the Member's address last appearing on the books of the Association for the purpose of receiving notice. Such notice shall specify the day, hour, place of the meeting, and in the case of a special meeting, the purpose of the meeting. **Any item requiring a vote of the membership shall be specified in the Notice of Meeting so that all members of the association will know the topics of the meeting for proxy information.** (Added at 2007 annual meeting)

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast votes representing twenty-five per cent (25%) of the lots

shall constitute a quorum for authorization of any action. 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.

Section 5. Proxies. At all meetings of members, such Member shall vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him or his lot.

ARTICLE V. BOARD OF DIRECTORS - TERM OF OFFICE; ELECTION; REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a board of three (3) directors, who shall be members of the Association.

Section 2. Term of Office. The directors named in the Articles of Incorporation shall serve the Corporation for a three (3) year term. On each third annual meeting thereafter, the Corporation shall elect three (3) directors to serve for the ensuing three (3) years.

Section 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 members of the Board and shall serve for the unexpired term of office of his predecessor.

Section 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 duty.

ARTICLE VI. BOARD OF DIRECTORS – NOMINATION AND ELECTION

Section 1. Nomination. Nomination for election to the Board of Directors shall be by the nomination 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 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.

Section 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, one (1) vote for each Lot owned by a Member represented at the meeting in person or by proxy. Persons receiving the largest number of votes shall be elected.

ARTICLE VII. BOARD OF DIRECTORS – MEETINGS

Section 1. Annual Meeting. An annual meeting of the Board of Directors shall be held

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held without notice, at a place, hour and date as may be fixed from time to time by resolution of the Board.

Section 3. 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.

Section 4. Quorum. A majority of the directors shall constitute a quorum for transaction of business. Every act performed or decision made by majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.

ARTICLE VIII. BOARD OF DIRECTORS – POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have the power to:

- (a) 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 Agreement, Articles of Incorporation, or by any other provisions of these bylaws.
- (b) Declare the office of a member of the Board of Directors to be vacant in the event that such a member is absent from three consecutive regular meetings of the Board of Directors.
- (c) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

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

- (a) 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 requested in writing by one-fourth of the members entitled to vote thereat;
- (b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (c) As more fully provided in the Agreement, to:
 - (1) Fix the amounts of annual dues or assessments against each membership to determine the manner and method

- of payment, and to give written notice of such determination to each Member at least thirty (30) days in advance of the due date of such dues or assessments;
- (2) To impose sanctions for nonpayment of dues or assessments validly imposed which shall be limited to the personal obligation on the part of the Member for payment, with sanctions limited to the restriction of the defaulting Member's right to the use of amenities owned and operated by the Association.
- (d) 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.
- (e) Procure and maintain adequate liability insurance on the Common Area.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause all Common Areas to be maintained and safe for all members and visitors.
- (h) Settle disputes between members concerning the bylaws. In the event the dispute cannot be settled by the Board, legal advice may be required.

ARTICLE IX. OFFICERS AND THEIR DUTIES

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

Section 2. Election of Offices. The election of officers shall take place at any meeting of the Board of Directors.

Section 3. Term. The President, Vice President, Secretary, and Treasurer shall hold office for three (3) years unless he shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 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.

Section 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 a later time

specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 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 office he replaces.

Section 7. Multiple Offices. The offices of the Secretary and the office of Treasurer may be held by the same person. No one person shall simultaneously hold more than one (1) of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

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

- (a) 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 as applicable.
- (a) 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.
- (b) 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 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.
- (c) 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, and shall prepare a 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 annual meeting of members.

ARTICLE X. COMMITTEES

The Association shall appoint a Nominating Committee as provided in Article VI 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.

ARTICLE XI. DUES AND ASSESSMENTS

Each member is obligated to pay to the Association such annual or special dues or assessments which may from time to time be set and determined by the Board of Directors provided that no dues or assessments in excess of \$240.00 per year for each lot shall ever be adopted or held to be valid and binding upon the membership unless such fees in excess thereof are adopted by three-fourths (3/4) vote of the members of the Association. Dues and assessments are the personal obligations of the member effective upon the date of adoption and

determination by the Board of Directors. If an assessment is not paid when due, the Association may bring an action at law against the Owner personally obligated to pay the same, and may deny the Member delinquent in the payment of any dues or assessments, members of his family, his guests and invitees, the right to use the amenities owned and operated by the Association. Interest, cost, and reasonable attorneys' fees or any action at law shall be added to the amount of any dues or assessments due.

If the Board deems that a Member is in violation of any provision of these Bylaws or of the Declaration of Covenants, Conditions and Restrictions affecting the Subdivision, the member may accept the decision of the Board. In the event the member contests the decision of the Board, and legal advice is required, the Association shall be responsible for up to \$100.00 legal fees. An estimate of legal fees shall be sought from the Association's attorney, and the Member shall be responsible to deposit a sum equal to the balance of the estimated legal fee, if any, above \$100.00 with the Treasurer. If the legal decision favors the Board, the Member is responsible for all other legal fees above \$100.00, which shall be paid, as far as possible, from the deposit, and the balance paid by the member directly. If the legal decision favors the Member, the Board is responsible for the remainder of the legal fees, and the deposit shall be refunded to the Member.

ARTICLE XII. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any Member during ordinary business hours. The Declaration, 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.

ARTICLE XIII. FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE XIV. AMENDMENTS

These Bylaws may be amended at a regular or special meeting of members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV. CONFLICTS

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 Agreement and these Bylaws, the Agreement shall control.

ADDENDUM A

PARK AREA RULES

1. All persons under eighteen (18) years of age and all guest must be accompanied by an adult Association Member. No more than eight guests per Member may be present in the Park at any one time unless special permission is granted by a Board Member. Members will refrain from inviting any guest(s) into the Park who do not exhibit courteous, responsible, safe behavior.
2. The park may be utilized by members and guests, subject to paragraph 1 hereof, in an appropriate, courteous responsible and safe manner at any hour of the day or night provided due respect is given to the peace and tranquility of the adjoining neighborhood.
3. No activity in the Park shall be allowed that shows an obvious disregard for common decency and civility, nor will any activity be allowed that shows an obvious unconcern for a peaceful existence of the adjoining neighborhood.
4. All Members shall see that their trash is placed in proper containers or carried out of the Park.
5. Members should close and lock the gate upon entering and exiting the Park.
6. All vehicles parked within the Park must properly display a current parking permit, or they will be subject to towing at the vehicle owners expense. Parking is not permitted on the pavilion side of the road.
7. Vehicles displaying appropriate permits will be given priority at the boat launch area. Guest must yield to homeowner members.
8. Towed vehicles may be recovered at H & F Wrecker Service, phone 903 447 3111. (*Wrecker Service Updated 03-21-2021*)

ADDENDUM B

Attention Hideaway Estates Homeowners

Announcement of Mowing Standards Revision.

Information below was emailed to all lot owners having email addresses April 18, 2011. Hard copies were mailed April 19, 2011.

Whereas compliance with Section 20, Property Maintenance, of the Hideaway Estates Declaration of Covenants, Conditions and Restrictions is a major component of preservation of the appearance and atmosphere of the neighborhood;

Whereas wildfire represents a major exposure to catastrophic loss of life and property within the neighborhood;

Whereas it is each individual property owner's sole responsibility to continuously comply with all HOA Covenants, Conditions and Restrictions;

Whereas notification requirements of previous Mowing Standards required revision to fully comply with Texas Property Code (TPC) Section 209;

Whereas local Cash Fire Chief Brit McManus has established that 4-inch grass/weed height or more along road right of ways can constitute a major fire danger;

Whereas compliance with clarified Section 20 standards is crucial to minimizing the potential exposure to wildfire in Hideaway Estates during all months of the year.

Therefore, the Hideaway Estates HOA Board has agreed and approved the following:

- Beginning 1 May 2011, the grass/weed mowing limitation **is established at 8 inches** as the maximum nominal height for grass/weeds on the road right of way along all Hideaway Estates County maintained roadways not maintained by the SRA or County.
- Any property owner failing this 8-inch measurement will receive an email or phone call of notification and will be given 24 hours to respond -- before,
- A formal certified letter of notice will be mailed to the property owner in violation giving 14 days from postmark date of the notice for the right of way to be mowed --before,
- The Hideaway HOA board will assess the property owner a \$250 fine and mow the property for the homeowner. The property owner will receive a bill for the fine plus the actual cost of mowing, plus the cost of the certified letter service.
- Unpaid fines and expenses that remain outstanding for more than 30 days will cause a lien to be filed with the county against the property and add the filing fees to the amount due the Hideaway HOA, as well as a 1 % per month interest charge.
- Property owners receiving a notice of violation will have the opportunity to contact the board during the notice period and schedule a hearing before the board that must be scheduled within 30 days of the notice, per TPC Section 209.006. Within 6 months of a notice of violation being sent to a property owner, NO FURTHER NOTICE will be given by the HOA for further violations. Fine and mowing action will be done immediately upon a property being found in violation and the bill sent to the property owner for the fine, mowing, and other expenses per TPC Section 209.006.
- Property owners who fail to remedy this violation within the allowed notice period will further lose the privilege to access all common properties of the HOA for 90 days from the date of notification.

ADDENDUM C



May 2, 2019

Dear HOA Members,

Re: In ground pools Gate Requirements

The Board of Directors has just been made aware that homeowners with in ground pools may have a liability issues and it is recommended that you take a look at your own situation and take specific action pursuant to the current Texas Laws.

Gate Requirements: The Current Texas pool fence laws require that gates, like the fence itself, be at least 48 inches tall. In addition to latching on their own, gates must have the ability to be secured using a padlock, combination lock, keypad lock or card-operated lock. Gates also must open outward away from the pool.

The CCR's Committee will update the documents to reflect this requirement.

If you have any questions, please feel free to contact me directly.

Sincerely,

HOA Board President

Frank Geosits Cell: 903-714-4965