



The following "Bylaws of LRPOA on Lake Travis, Inc" has been updated to reflect changes approved by the members of the association in the annual meeting held in March 2017. This new copy of the Bylaws supersedes any previously recorded copy.

BYLAWS OF
LRPOA on Lake Travis, Inc¹

ARTICLE I
OBJECT

1. The purpose for which this non-profit corporation has been formed is to administer and govern the affairs of the residential community described as and composing the "Property" as that term is defined in the Declaration (which said residential community is also referred to herein as the "Property").
2. All present or future owners, occupants and tenants, and any other person or persons using the facilities of the Property in any manner, shall be subject to the regulations set forth in these Bylaws. The mere acquisition, occupancy or rental of any of the lots which are a part of the Property "Lot" or "Lots", will signify that these Bylaws are accepted and ratified and that the owner, tenant or occupant thereof shall strictly comply with the terms and provisions hereof.
3. Unless otherwise expressly provided herein, all terms used in these Bylaws shall have the same meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for Lookout Ridge, Travis County, Texas (the "Declaration") as recorded in Volume 12578, Page 0658 of the Real Property Records of Travis County, Texas, as the same is amended from time to time.

ARTICLE II
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership. Each record owner, whether one or more persons or entities, of fee simple title to any portion of the Property ("Owner") shall automatically become a member of the Association and be subject to the Bylaws, provided, that the holder of a security interest in and to any portion of the Property shall not be considered an Owner hereunder. Member in the Association shall terminate without any formal Association action whenever such a person or entity ceases to own such portion of the Property by such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former owner and member arising out of or in any way connection with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a portion of

¹ Name changed from "lookout Ridge Property Owners Association" (recorded file # 0147541201)

the Property. Such membership card shall be surrendered to the Secretary of the Association upon the termination of ownership of such portion of the Property designated therein

2. Voting. The Owner of each Lot shall be entitled to a vote as specified in the Declaration. If a Lot is owned jointly or in common by more than one person or entity, the owners thereof shall designate, in writing, the individual person who shall be entitled to cast the vote appurtenant to such Lot and no other person shall be authorized to vote on behalf of such owners. Cumulative voting is prohibited. A written record of all votes is required. Voting may be in-person or by proxy.
3. Majority of Owners. As used in these Bylaws, the term "Majority of Owners" shall mean those Owners with sixty percent (60) of the votes entitled to be cast.
4. Quorum. Except as otherwise provided in these Bylaws, the presence, in person or by proxy, of fifty percent (50) in value of the Majority of Owners, as defined in paragraph 3 of this Article, shall constitute a quorum.
5. Proxies. Votes may be cast either in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association at or before the appointed time of each meeting. For an election or vote of owners not taken at a meeting, the POA shall give notice of the election or vote to all owners entitled to vote on any matter under consideration. The notice shall be submitted not later than the 20th day before the latest date on which a ballot may be submitted to be counted.²

ARTICLE III ADMINISTRATION

1. Association Responsibilities. The Owners shall have the responsibility of administering the Property through the Board of Directors of the Association.
2. Place of Meeting. All annual and special meetings of the Association shall be held at such suitable and convenient place as may be permitted by law and determined by the Board of Directors from time to time, and as may be designated in the notices of such meetings.
3. Annual Meeting. Annual meetings are required.³ The first annual meeting of the Association shall be called by the initial Board of Directors named in the Articles of Incorporation of the Association on not less than ten (10) days and not more than sixty (60) ⁴days' notice to the Owners at any time. Thereafter, annual meetings of the Association shall be held between January 1st and the end of March⁵ of each succeeding year. At each annual meeting there shall be elected, by ballot of the Owners, a Board of Directors in accordance with the requirements of paragraph 4 of Article IV of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them at such meeting.

² Added per Sec. 209.0056 (2) (a)

³ Added per Sec. 209.0056(a)

⁴ Changed per Sec. 209.0056(a)

⁵ Changed per members request

Prior to the election of Directors, the current Board of Directors shall report on their recommended budget for the new Fiscal year (1 Jan. – 31 Dec.) and the required assessments to support this budget recommendation. The new fiscal year budget and assessments shall be formally approved at the annual meeting of the Board of Directors which shall follow immediately upon adjournment of the annual meeting of the Association. This Board Meeting is an open meeting and may be attended by any voting member of the association.⁶ The budget will reflect anticipated expenditures and incomes for the current FY and include anticipated expenditures for the 1st quarter of the next FY as the budget vote can be as late as March.

4. Special Meetings. Special meetings of the Association may be called by the President, the Secretary, the Board of Directors, or by the Owners having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of the Owners representing at least two-thirds (2/3) of the total value of all the ownership interests present at such meeting, either in person or by proxy.
5. Notice of Meetings. It shall be the duty of the Secretary of the Association to mail or E-mail⁷ notices of each annual or special meeting, stating the time and place of such meeting and, in the case of a special meeting, the purpose thereof, to each Owner of record, directed to the last known mailing address or e-mail address of such Owner as shown on the records of the Association. Such notice shall be mailed at least ten (10) but not more than sixty (60) days prior to the date of such meeting. In lieu of mailing such notice as herein provided, notice may be delivered in person or left at the residence of an Owner in such Owner's absence. The mailing or delivery of a notice in the manner provided in this paragraph shall be considered notice served. Upon request, any mortgagee of record or its designee may receive a copy of such notice. It is the responsibility of lot owners to provide the secretary with their current mailing address. If e-mail addresses are available, the lot owner is required to provide the secretary with any updates⁸.
6. Adjourned Meeting. If any meeting of the Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting and call another meeting with notice to the Association that another meeting must be called because of the lack of a quorum. The required quorum at the second meeting shall be twenty-five percent (25) of the Majority of Owners. At the third meeting and at successive meetings the requirement shall be ten percent (10) of the Majority of Owners.

⁶ Added per Sec. 209.0051(D)(2)(b)

⁷ Added per Sec. 209.0051(D)(2)(b)

⁸ Added per Sec. 209.0051(F)

7. Order of Business. The order of business at all meetings of the Owners shall be as follows:
- (a) Roll call and certifying proxies;
 - (b) Proof of notice of meeting or waiver of notice;
 - (c) Reading of minutes of preceding meeting;
 - (d) Reports of officers
 - (e) Reports of committees;
 - (f) Report of outgoing Board of Directors on its recommended budget and assessments for the new fiscal year;
 - (g) Vote on items identified in meeting notice – i.e. changes in By Laws etc.
 - (h) Election of Directors;
 - (i) Unfinished business; and
 - (j) New business.
8. Document Retention. ⁹The Secretary shall retain the following documents for the specified period. When possible, documents will be maintained in electronic format with primary and back-up copies.
- a. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws and covenants shall be retained permanently.
 - b. Financial books and records shall be retained for (7) seven years
 - c. Account records of current owners shall be retained for (5) five years.
 - d. Contracts with a term of one year or more shall be retained for (4) four years after the expiration of the contract term.
 - e. Minutes of meetings of the owners and the board shall be retained for (7) seven years.
 - f. Tax returns and audit records shall be retained for (7) seven years.
9. Late Fees, Interest, Legal fees. The LRPOA has established the following as late fees and interest on approved annual and special assessments.
- a. A late fee of fifty dollars (\$50.00) will be assessed two (2) months after invoice date. Example: if invoices are mailed in Jan., late fees are assessed beginning April 1. Note: Section 209:0062 Allows alternative payment schedule for certain assessments. The Board may consider requests for alternative payment schedules if requested by the lot owner.
 - b. Lien Placement. Lien action will be taken if payment is not received within 6 weeks after the late fee assessment. Lot owner can be cost of legal fees plus 15%.
 - c. Interest: LIBOR + 5%. Association applies the LIBOR (London Inter-Bank Offered Rate) to all late fees. This is an internationally recognized method to calculate interest rates.

⁹ Added per Sec. 209.005(m)

10. Management Certificate.¹⁰ A Management Certificate is required to be filed with the county containing the following information:

- a. Name of the subdivision
- b. Name of the association
- c. Recording date of the subdivision
- d. Recording date for the declaration.
- e. Name and mailing address of the association
- f. Name and mailing address of the person managing the association or the association's designated representative
- g. Other information the association considers appropriate

ARTICLE IV BOARD OF DIRECTORS

1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until the first annual meeting of the Association, or until they resign and their successors are elected, whichever occurs first, to wit: Steven Morse, Alex Sherwood and Helen McKinstry.
2. Duties: The Board of Directors shall have the following duties:
 - (a) To keep in good order, condition and repair all lands, improvements and personal property owned by or leased to the Association.
 - (b) To insure and keep insured all of the property owned by the Association. Further, to obtain and maintain comprehensive liability insurance in accordance with the terms of the Declaration, and to insure and keep insured all of the fixtures, equipment and personal property and their Mortgagees. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent.
 - (c) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements of the Association and to permit examination thereof at any reasonable time by any Owner or any mortgagee of a Lot.
 - (d) To annually prepare and upon request deliver to each Owner a statement summarizing all receipts, expenses or disbursements since the last such statement. Such statements shall be made available, upon request, to any mortgagee of a Lot within ninety (90) days following the fiscal year end of the Association.
 - (e) To accept, own, operate and maintain all areas of the Property which may be

¹⁰ Added per Sec. 209.004(e)

conveyed or leased to it by any Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased, to the Association by Declarant as defined in the Declaration and to maintain in good repair and condition all lands, improvements, and other property owned by or leased to the Association.

(f) To pay all real and personal property taxes, and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(g) To execute mortgages, both construction and permanent, for the construction of facilities, including improvements on property owned or leased to the Association, and to accept lands within the Property, whether or not improved, from Declarant, as defined in the Declaration, subject to mortgages or by assuming such mortgages. Financing may be affected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant, as defined in the Declaration, or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as Declarant, as defined in the Declaration, or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of the members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(h) To meet at least once a year.

3. Powers. The Board of Directors shall have the powers necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property. The Board of Directors may do all such acts and things as are not, by these Bylaws, the Articles of Incorporation of the Association, or the Declaration directed to be exercised and done by the Owners. In addition to the express powers of the Board of Directors granted in these Bylaws, the Articles of Incorporation and the Declaration, the Board of Directors shall, unless expressly prohibited by these Bylaws, Articles of Incorporation or the Declaration, have all authority granted to the boards of directors of non-profit corporations organized as owners' associations under the laws of the State of Texas. The powers of the Board of Directors shall include the following:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions as set forth in the Declaration, by suit or otherwise.

- (b) To establish, make and enforce compliance with such rules as may be necessary for the operation, use and occupancy of the Property, together with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member of the Association promptly upon adoption thereof.
- (c) To prepare a budget for the Association and to fix, determine, levy and collect the Assessments to be paid by each of the Owners.
- (d) To fix, determine, levy and collect in accordance with the Declaration the special Assessments to be paid by each of the Owners in order to meet increased operating or maintenance expenses and/or costs, and additional capital expenses.
- (e) To amend any regular Assessments or special Assessments determined, levied and collected by the Board after the establishment of the budget only for emergency expenditures unforeseen by the Board at the time of the adoption of the regular Assessments or special Assessments.
- (f) To collect delinquent Assessments by suit or otherwise and to enjoin or see damages from an Owner, as provided in the Declaration and these Bylaws.
- (g) To protect and defend the entire Property from loss and damage by suit or otherwise.
- (h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration, the Articles of Incorporation and these Bylaws; to pledge or otherwise grant a security interest in the Association's Assessments or funds to secure such indebtedness; and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary or appropriate. Such indebtedness shall be the several obligations of the Owners in the same proportion as their voting interests.
- (i) To purchase or lease one or more of the Lots for use by the Association and to execute on behalf of the Association any contracts, leases, mortgages or other appropriate instruments for the same.
- (j) To enter into contracts within the scope of their duties and power, including, but not limited to, management agreements as set forth in the Article VI of these Bylaws.
- (k) To establish one or more bank accounts, savings accounts or other investment accounts for the common treasury and for all separate funds as may be required or may be deemed advisable by the Board of Directors.
- (l) To designate and employ the personnel necessary for the maintenance and operation of the Association Property and of the business of the Association.
- (m) In general to carry on the administration of the Association and to do all of those

things, necessary and reasonable in connection therewith.

4. Election and Term of Office. At the first annual meeting of the Association, the Owners shall elect two (2) members of the Board of Directors each of whom shall serve for a term of two (2) years and one (1) member of the Board of Directors who shall serve for a term of one (1) year. At each annual meeting thereafter, the Owners shall elect members of the Board of Directors for two (2) year terms, as vacancies occur by expiration of any Director's term of office. The three (3) persons acting as the original Directors shall hold office until their successors have been elected and hold their first meeting pursuant to the terms and provisions of these Bylaws and the Declaration. The annual meeting of the Board of Directors shall be held on the same date and at the same location as the annual meeting of the Association and shall convene immediately following adjournment of the annual meeting of the Association. Newly elected Board members will assume their respective positions the 1st day of the month following their election. Example: A Board member elected during the general association meeting in March, will assume their position beginning on 1 April.
5. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though the number of remaining Directors may constitute less than quorum; and each person so elected shall serve as a Director until the next annual meeting of the Association, at which meeting the Association may ratify his or her appointment or may elect a successor to serve the remaining term of his or her predecessor.
6. Eligibility Requirements.¹¹ All owners are eligible for election to the Board of Directors except as follows: Board members cannot have been convicted of a felony or crime involving moral turpitude not more than 20 years before the board has been presented with evidence from a database or other record maintained by a government law enforcement authority. If an existing board member is found to be ineligible due to the foregoing situation, they are automatically considered removed from the board and prohibited from future service on the board.
7. Removal of Directors. At any regular or special meeting of the Association duly called, anyone (1) or more of the Directors may be removed with or without cause by a majority of the quorum of the Owners present, and a successor Director may then and there be elected to fill the vacancy thus created or may be filled at any regular or special meeting called for the purpose, but in any event, such vacancy shall be filled at the next annual meeting of the Association. Provided, however, that in no event may any member of the initial Board of Directors be removed by vote of the Association prior to the first annual meeting of the Association, nor may the number of Directors be changed prior to the first annual meeting of the Association. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.
8. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place as shall be fixed by the Directors at the

¹¹ Amended per Sec. 209.00591(a)

meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Board of Directors in order legally to constitute such meeting; provided, however, that a majority of the Board shall be present.

9. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee which shall consist of a chairman who shall be a member of the Board, and "two" or more "owners", who shall have been appointed by the Board of Directors prior to each annual meeting to serve from the close of that annual meeting until the close of the next annual meeting, and who shall not be current members of the Board, and such appointment shall be announced at each annual meeting. Should a vacancy on the nominating committee occur during any year, the Board may fill such vacancy without further notice to the members of the Association. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies to be filled. Nominations may also be made from the floor at the annual meeting.
10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) meeting shall be held during each fiscal year. The annual organizational meeting of the Board shall be considered a regular meeting. Notice of regular meetings of the Board of Directors (other than the organizational meeting) shall be given to each Director, either personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.
11. Special Meetings. Special meetings of the Board of Directors may be called by the President or Secretary of the Board on three (3) days' notice to each Director, given personally, or by mail, e-mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.
12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by such Director of the time and place thereof if all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
13. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and acts of the majority of the Directors present at a meeting at which a quorum is present shall constitute acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum of Directors is present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum is obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for funds of the Association handling or responsible for funds of the Association furnish "fidelity bonds" in such amounts as may be determined by the Board. The premiums on such bonds shall be paid by the Association.
15. Compensation. No member of the Board of Directors shall receive any compensation for acting such.
16. Actions without a Meeting. Notwithstanding any other provision of these Bylaws, any action, required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the members of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote at a meeting.

ARTICLE V OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. Any Director may hold a position as officer of the Association and any person may hold two (2) or more offices, except that of the President and any Vice President shall not also hold the office of Secretary or Assistant Secretary.
2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.
3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such a purpose.
4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association. The President shall have all of the general powers and duties which are usually vested in the office of the president of an association including, but not limited to, the power to appoint committees from among the Owners to assist in the conduct of the affairs of the Association. The President shall sign, with the Secretary or an Assistant Secretary, certificates of membership, any deeds, mortgages, bonds, contracts, leases or other instruments which the board of Directors has authorized, except in cases where the signing and execution thereof has been expressly delegated by the Board of directors to some other officer or agent of the Association, or is required by law to be otherwise signed or executed. The President shall not have the power to bind the Association to any employment agreement on behalf of the Association unless such employment agreement has been expressly approved and authorized in advance by resolution of the Board of Directors. In the event any such employment agreement (whether or not these Bylaws be amended incident thereto) limits or qualifies the authority of any such officer duties not

provided for under these Bylaws, then the provisions of such employment agreement limiting or qualifying such authority and imposing such duties shall be valid and effective notwithstanding any inconsistency between the provisions of the employment agreement and the provisions of these Bylaws.

5. Vice President. The Vice President shall have all of the powers and the authority to perform all the functions and duties of the President in the absence of the President or his inability, for any reason, to exercise such powers and functions or to perform such duties' and shall also perform any duties as may be required, from time to time, by the President or the Board of Directors.
6. Secretary. The Secretary shall: (i) keep the minutes of all meetings of the Board of Directors and the minutes of all meetings the Association in books which shall be provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; (iii) be custodian of the records and books of the Board and the Association and of the seal of the Association; (iv) see to it that the seal of the Association is affixed to all certificates of membership prior to the issuance thereof and to all documents which are duly authorized to be executed on behalf of the Association under its seal in accordance with these Bylaws; (v) keep a register of the last known post office address of each Owner; (vi) keep a register of and send notices to Mortgagees, as required by these Bylaws and the Declaration; (vii) together with the President, sign all certificates of membership, the issuance of which shall be approved by the Board of Directors; and (viii) in general, perform all the duties incident to the office of Secretary and as may be assigned, from time to time, by the President or by the Board of Directors.

The Secretary shall compile, keep up to date and maintain at the principal office of the Association a complete list of members of the Association and of their last known addresses, as shown on the records of the Association. Such list shall also show, opposite each member's name, the address of the portion of the Property owned by such member. Such list shall be open to inspect the same at reasonable times during regular business hours. The address of each member shown in such list shall be the address to which all notices shall be sent.

7. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts, as designated by the Board of Directors, all funds of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors and in an amount not to exceed the sum of five hundred dollars (\$500.00), in addition, the Treasurer shall have authority to: sign all checks and promissory notes of the Association; keep full and accurate accounts of all receipts and disbursements in proper books of account; cause the preparation of an annual statement of the Association's books at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership of the Association at its regular annual meeting, and deliver copies thereof to the members; and perform all other duties incident to the office of Treasurer or assigned by the Board of Directors.

8. Additional Officers. Officers in addition to the President, Vice President, Secretary and Treasurer may be appointed by the Board of Directors, to hold office for such terms and to have such authority, exercise such powers, perform such duties as may be determined from time to time by the Board by resolution no inconsistent with these Bylaws. Such Assistant Secretaries as may be appointed by the Board of Directors shall be authorized to be issued by a resolution of the Board of Directors. Such Assistant Treasurers shall, if required by the President or the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the President or Board of Directors may determine. Assistant Treasurers and Assistant Secretaries shall, in general, perform such duties as may be assigned to the by the Treasurer or the Secretary, respectively, or by the President or by the Board of Directors.
9. Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the officer previously filling such office, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE VI MANAGEMENT AGREEMENT

Anything contained in these Bylaws to the contrary notwithstanding, the Board of Directors shall have the power and authority to enter into a management agreement with a management company of its choice, at a rate of compensation based upon the policies and functions performed by said management company, and such terms and conditions acceptable to the Board of Directors. The Board may delegate any of its powers, duties and functions to the managing agent named therein provided, however, that the terms of the management agreement shall be in compliance with the provisions of the Declaration. The members of the Board shall not be liable for any act of omission of the managing agent or any improper exercise of any duty, power or function delegated by the Board by written instrument executed by a majority of the Board of Directors.

ARTICLE VII AMENDMENTS TO THE BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a sixty percent (60) majority of the Owners / Property Owners. Owners may delegate authority to alter, amend, and/or repeal the Bylaws to the Board of Directors. In no event shall the Bylaws be amended to conflict with the Declaration. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE VIII NON-PROFIT ASSOCIATION

The Association is not organized for profit. No Owner, member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in

no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or be distributed to, or inure to the benefit of any member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any member acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association; and (2) that any member of the Board of Directors may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV REGISTERED ADDRESS

The name and mailing address of the association is:

LRPOA on Lake Travis, Inc
PO Box 4357,
Lago Vista, Texas 78645.

ARTICLE X TRANSACTIONS WITH MEMBERS, DIRECTORS, AND OFFICERS

The Association may enter into contracts or transact business with one or more of its Directors, officers, or members, or with any firm of which one or more of its Directors, officers or members are members, or with any corporation, association, company, organization or entity in which one or more of its Directors, officers or members are directors, officers, trustees, shareholders, beneficiaries or are otherwise interested, and, in the absence of fraud, such contract or transaction shall not be invalidated or otherwise affected by the fact that the votes of such Directors, officers or members having such adverse interest may have been necessary to obligate the Association upon such contract or transaction.

ARTICLE XI EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes shall be the President or any Vice President and the Secretary or any Assistant Secretary of the Association.

ARTICLE XII
NOTICES


All notices to members of the Association shall be given by delivering the same to each Owner in person, or by depositing the notices in the U.S. Mail, postage prepaid, or e-mail if provided, addressed to each Owner at the address last given by each Owner to the Secretary of the Association. If an Owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the Lot of such Owner and all Owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses, irrespective of the actual receipt of the notices by the owners.


ARTICLE XIII
SEVERABILITY

The invalidity of any provision or provisions of these Bylaws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these Bylaws, and in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 26th day of April 2017

BOARD OF DIRECTORS, LRPOA on Lake Travis, Inc

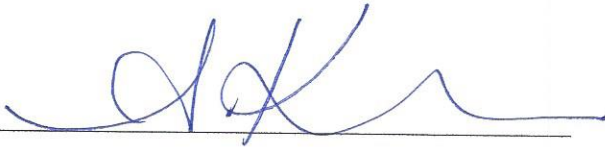

David Cunningham (President)


Vivian Homza (Secretary Treasurer)

STATE OF TEXAS

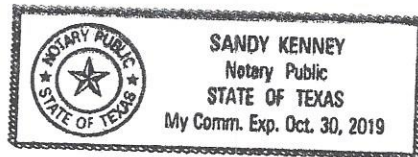
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 26th day of April 2017, By
David Cunningham, and Vivian Homza.

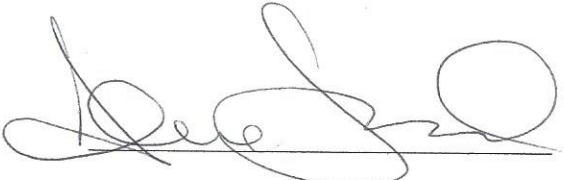


Notary Public, in and for The State of Texas

Stamp:



IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal as of the 9 day of May 2017

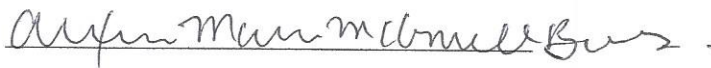


Alex Sherwood (Vice President)

STATE OF TEXAS

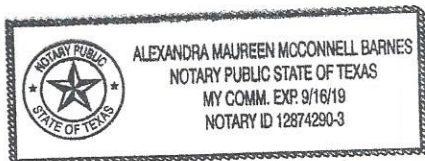
COUNTY OF Travis

This instrument was acknowledged before me on this 9th day of May 2017, By Alex Sherwood



Notary Public, in and for The State of Texas

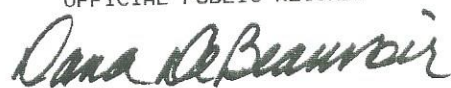
Stamp:



Return to:

LRPOA ON LAKE TRAVIS INC
PO BOX 4357
LAGO VISTA TX 78645

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



May 11, 2017 09:27 AM 2017075031

ESPINOZAC: \$86.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS