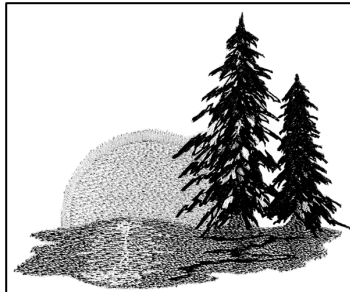


King's Country Property Owners  
Association

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**Declaration of Covenants,  
Conditions, Reservations and  
Restrictions  
And  
Bylaws**

Revised: January 12, 2009



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Declaration of Covenants and Bylaws

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## Declaration of Covenants, Conditions, Reservations and Restrictions

**KING'S COUNTRY PROPERTY OWNERS ASSOCIATION** (KCPOA or The Association), acting by and through its duly authorized officers and Board of Directors (the Board), and having oversight, control and/or ownership of those certain real properties in Franklin County, Texas, being a part of the W.H. Beaver Survey, A-69; the W.M Blackstone Survey, A-80; the A. Newman Survey, A-358; the J.W. Mathews Survey, A-319; the Wm. Y. Lacy Survey, A-277; the Granberry Fee Survey, A-175; the Thomas R, Starnes Surveys, A-455 and 454; the J. Dacon Survey, A-143; the A. Starnes Survey, A-452; the Bevin Brooks Surveys, A-56 and 55; the O.D. Cure Survey, A-120; the James E. Hopkins Survey, A-120; the A.W. Narramore Survey, A-359; and other surveys as may be shown of public record in Franklin County, Texas; and as to parts of which are described in original leases from the Franklin County Water District, all as set forth in the Consolidated Lease Agreement dated May 10, 1975, and recorded in Volume 127, page 180 of the Deed Records of Franklin County, Texas; and also being shown by plats of the KING'S COUNTRY DEVELOPMENT (the Development) recorded in the Surveyor's Records and the Plat Cabinet of the Map and Plat Records of Franklin County, Texas, with the exception of that property lying west of FM Hwy 115 in Franklin County, Texas, has established a general plan for the development of such premises and does hereby establish these restated Covenants, Conditions, Reservations, and Restrictions (the Covenants) upon which and subject to which the development, and all lots within the development, and any portion thereof, shall be governed and maintained.

The Association recognizes that there is a need for a uniform set of covenants and restrictions to govern the Development and these restated covenants are adopted to avoid confusion and to henceforth govern the administration of the Development. The Covenants together with the Charter and By-Laws of the Association, shall henceforth govern in all matters affecting the Development.

The Covenants are for the benefit of each owner, lessee or sub-lessee of land in the Development or any interest therein (hereafter

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referred to as Owner, whether one or more than one), and shall inure to and pass with each and every parcel of the Development, and it shall bind the respective successors in interest of each and every such Owner, and each and every such Owner and successor in interest shall be bound both by the Covenants as well as those contained in the above-referenced Leases from the Franklin County Water District as Lessor, and all covenants and conditions imposed in the conveyance of the Leasehold Estate or Fee Simple title under prior deeds or assignments of leasehold interests.

The covenants are to be construed as restrictive covenants running with the title of such lots and with each and every parcel thereof and, by accepting a conveyance from the Association or an Owner to any lot or portion thereof, reciting the Covenants, each and every successor in interest hereby covenants that he, she, they or it, will include in any grant, deed, or sub-lease they execute, a condition that all of the Covenants will be followed and that if violated, such violation will be a breach of the grant or sub-lease and each deed or sub-lease shall contain an acceptance by successors in interest agreeing that the right of enforcement of the Covenants may be by injunction and that any one or more Owners may so enjoin their violation.

The Covenants are also recorded as restated covenants to impose these covenants as restrictions on all future conveyances of any lots within the Development, whether or not title passes from the Association.

The Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the Covenants shall be automatically extended for successive periods of ten (10) years. The Covenants may be changed in whole or in part by the vote of Owners representing at least fifty-one percent (51%) of the voting members in good standing or one hundred votes, whichever is lesser, shall constitute a quorum agreeing to the change. (Revised January 12, 2009).

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Declaration of Covenants and Bylaws

**ARTICLE ONE  
DEFINITIONS**

**Owner**

1.01 "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title or 99-year lease or extension thereof to any lot which is part of the Properties with the exception of the Common Areas. Any tenant renting a dwelling or otherwise renting any property within the Development shall be subject to all of the use restrictions and conditions imposed herein. Any Lessor shall be responsible for all actions of his tenants as those actions pertain to the Covenants. (Revised January 12, 2009).

**Association or KCPOA**

1.02 "Association" or "KCPOA" shall mean and refer to King's Country Property Owners Association, a non-profit incorporated organization which is comprised of the Owners of the Development, with each owner of a lot in the Development having one (1) vote. Multiple owners of one lot shall have only one vote among themselves. An owner of multiple lots within the Development shall have only one vote for such lots. Membership in this organization shall be compulsory and shall be a condition under any deed and/or assignment of any lot within the Development. Membership in the Association shall pass with the title to a lot. The Association shall be governed by the Articles of Incorporation and by the Bylaws of the Association adopted January 28, 1995 and all amendments thereto. All sections of the Development shall function through one Association.

The Charter and Bylaws of the Association and the Covenants may be amended or changed only by action of the membership. The Directors shall be selected and serve according to the provisions of the Bylaws. All administrative control over the development shall be through the Board of Directors and the committees and employees of the Association selected by the board. The Covenants are intended to bind any subsequent purchasers of lots within the development and the present owners of lots within the development to the extent allowed by law.

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King's Country Property Owners Association

**Board**

1.03 "The Board" shall mean and refer to the Board of Directors of King's Country Property Owners Association.

**Development**

1.04 "The Development" shall mean and refer to that certain real property described previously herein as all of the lots within King's Country Development shown in the referenced plats. It is specifically understood that the original Phase VI of the development located west of FM Highway 115 is excluded from the covenant and the lots within Phase VI are not considered as subject to the Covenants established herein or which may otherwise be established by the Association.

**Lot**

1.05 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat of the Development as now recorded in the Map and Plat Records of Franklin County, Texas.

**Covenants**

1.06 "The Covenants" shall mean and refer to this Restated Declaration of Covenants, Conditions, Reservations, and Restrictions pertaining to King's Country Development.

**Enforcement**

1.07 Enforcement of the Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the Covenants either to restrain violation or to recover damages, and against the land to enforce any lien created by these articles; and failure or delay by the Association, its successors or assigns, or any owner, to enforce any of the Covenants shall in no event be deemed a waiver of their right to do so thereafter.

**Failure to Enforce**

1.08 No right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever, against the Association for, or on account of, its failure to bring any action on account of any breach of the Covenants, or for imposing restrictions herein which may be unenforceable by the Association.

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Declaration of Covenants and Bylaws

**Responsibility to Enforce**

1.09 Notwithstanding the forgoing it shall be the responsibility of the Board to address in a timely manner any violation of the Covenants which may be brought to its attention and to make every reasonable attempt to resolve any issues which prevents the quiet enjoyment of the property Development.

**Board Authority**

1.10 In carrying out its responsibility to enforce the Covenants the Board may from time to time make, change and /or rescind specific rules and regulations for the orderly administration of the Covenants and shall be limited by the Articles of Incorporation. The Board should always have a reserve fund for emergency operations, the amount of said fund to be determined by the Board. (Revised January 12, 2009).

**Article Two  
Lot Usage Restrictions**

**Residential Use Only**

2.01 Each and every lot in the Development is for residential (non-commercial) use only. Only residences may be erected, altered, placed or be permitted to remain on any lot. Lots shall not be used for garage sales, wholesale or retail business establishments, or for any commercial purpose. Any gainful employment or professional use of a lot or residence that violate the quiet enjoyment of any other property in the Development is prohibited. No soil or tress shall be removed for any commercial use. Removal of live tress shall be limited to the extent necessary for clearing the site for construction; additional tree removal must be approved by the Architectural Control Committee. (Revised January 12, 2009).

**Rental**

2.02 Rental of any house and lot for a period of six or more months shall not be deemed a commercial usage. Short term rental (i.e., weekend or periods of less than six months) shall not be permitted. In any event, no use shall be permitted which would violate the quiet

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King's Country Property Owners Association

enjoyment of other property within the Development. An Owner who chooses to rent a property in King's Country shall provide a copy of the signed lease/rental agreement to KCPOA each time a lease agreement is initiated or renewed. This agreement must include name and phone numbers of tenants. The lease/rental agreements will be kept in the Lot files in the KCPOA office. Lease/rental agreements will be available for inspection by the membership. No house may be rented for commercial purposes. No lease/rental agreement shall be finalized without a criminal background check being performed by the Owner or his agent. Any fines incurred on the property will be the responsibility of the Owner. (Revised January 12, 2009)

**Parks**

2.03 The Association may dedicate one or more lots for park use, common use, or other uses for the general benefit of the owners in the Development. The Association makes no representation for responsibility to furnish any recreational amenities.

**Recreational Facilities**

2.04 Nothing contained herein shall be construed to prohibit the construction of private recreational facilities or similar man-made edifices which do not detract from the natural topography and landscaping thereof and which are approved by the Architectural Control Committee.

**Subdivision and Platting of Property**

2.05 No subdivision, re-subdivision, platting, or re-platting of any lot or combination of lots shall be permitted without prior approval from the board.

**Transfer, Rental or Leasing of Residences**

2.06 If an owner elects to sell, transfer or rent a residence on a lot or lots in the Development, it will always be with the understanding that such a sale, transfer or rental will in no way abrogate his responsibility herein defined, and that any tenant-in-possession will abide by the Covenants exactly as though he were the owner.

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Declaration of Covenants and Bylaws

**Ad Valorem Taxes**

2.07 Each owner shall bear the expense of paying ad valorem taxes as they are assessed by the taxing jurisdiction on his property in the Development.

**Article Three  
Architectural Control**

**Architectural Control Committee**

3.01 The Board shall appoint an Architectural Control Committee. The board will determine the term and the number of committee members will appoint the individual members and will appoint the chairman of the committee. The Board will seek participation from members of KCPOA to serve on this committee. The Architectural Control Committee shall review and either approve or reject all plans and specifications submitted to the committee in accordance with the charge contained in section 3.02. The Board may also implement and adopt a permit fee structure for all construction or other applications submitted for approval to the Architectural Control Committee. (Revised January 12, 2009)

**Approval Required**

3.02 No residence, building, fence, wall or other structure shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or change or alteration thereof be made, until the details, construction plans, front elevation, and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to, and approved in writing as to materials, harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee of the Association.

**Permit Required**

3.03 A building permit fee may be assessed by the Board. The fee is subject to change at the discretion of the Board and it shall be used to defray extra costs of maintaining roads in the Development during construction when heavy equipment will enter upon and travel on the roads to deliver equipment to construction sites.

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King's Country Property Owners Association

**Water District Rules and Permits**

3.04 Additionally, all construction must comply with rules and regulations of the Franklin County Water District and any owner shall obtain necessary permits as may be required by the Franklin County Water District.

**Appeal**

3.05 Decisions of the Architectural Control Committee may be appealed to the Board by any owner. The Board shall hear the appeal and give a timely ruling. The Boards' decision shall be final.

**Architectural Styling**

3.06 The Architectural Control Committee shall have authority to review exterior styling of residences and siting of structures. Special emphasis shall be made to insure that said styling shall be compatible with the rustic, wooded setting of the Development. The interior of residences shall be left entirely to the discretions of the owner. Any house built within the development shall have a minimum of fifteen hundred (1,500) square feet of living space. Approval of architectural styling shall not be arbitrarily withheld; it is recognized that there is a great diversity of architectural styles within the Development. (Revised January 12, 2009)

**Architectural Precedence**

3.07 No precedent of any prior architectural decision shall be valid evidence to affect any subsequent decision, nor shall any prior decision serve to bind the Architectural Control Committee as to subsequent decisions.

**Roofs and Fences**

3.08 The roof of each private dwelling house, boathouse or garage erected upon any lot shall be constructed of sheet metal, cement tiles or composite shingles as may be approved by the Architectural Control Committee. Fences up to four (4) feet high may be erected. Fences proposed to exceed four (4) feet in height must be approved by the Architectural Control Committee. (Revised January 12, 2009).

**Free Standing Buildings**

3.09 No free standing building including, but not limited to, trailers,

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## Declaration of Covenants and Bylaws

tents, shacks, garages, barns, tool sheds, boat houses, or other out-buildings shall be permitted without approval from the Architectural Control Committee.

### **House Trailers and the Like**

3.10 No house trailer, mobile home, camper, recreational vehicle (RV), or similar vehicle shall be used as a temporary or permanent residence within the Development. Manufactured housing units are not permitted within the Development.

### **Construction Site**

3.11 Facilities used in connection with any construction operations shall be subject to the approval of the Architectural Control Committee. The Owner is responsible for: keeping job site in a clean and orderly manner; daily removal of trash and construction debris from the job site; provision of adequate toilet facilities at the job site. Open fires at the job site are prohibited.

### **Continuous Construction**

3.12 Construction, once begun, must be continuous. Failure to complete exterior construction in a timely manner, as defined by the Architectural Control Committee, shall be considered a violation of the Covenants.

### **Temporary Quarters**

3.13 Temporary living arrangements on a lot during construction of a residence or at any other time are not permitted.

### **Storage of Construction Materials**

3.14 An Owner shall have the right to use his lot or lots for temporary storage of construction equipment and materials, provided that such equipment and materials are for his immediate use in construction or maintenance on his lot within the Development and are secluded and screened from public view.

### **Sitting Restrictions**

3.15 All residences or other permitted buildings shall be constructed (a) a minimum of twenty-five (25) feet from the front of any road which the building fronts; and (b) a minimum of fifteen (15) feet

from any road which is on the side of the building or residence; and (c) a minimum of five (5) feet from any other exterior boundary line of the property.

**Sewerage Regulations**

3.16 All residences shall have septic systems which comply with the rules and regulations, and all amendments thereto, of the Franklin County Water District, Texas Water Quality Board, Texas State Department of Health and Texas Parks and Wildlife Department, all of which present and future rules and regulations are hereby incorporated by references for all purposes.

**Sewage Disposal**

3.17 No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of local health authorities and in conformity with the minimum recommended standards of the Department of Health of the State of Texas and the Franklin County Water District. Approval of such system as installed shall be obtained from such authorities. All existing systems shall be maintained and function in accordance with all applicable state and local laws and regulations.

**Public Sewer System**

3.18 In the event a public or community sewer system becomes available, the Board shall have the power and authority to require connection of all residences to such system and to prohibit further use of septic tank systems.

**Water, Electricity, Telephone**

3.19 Electric, water and telephone services are provided by public utility companies and shall be made available for each lot in the Development. All residences shall be connected with water and electric services. Each owner shall bear the expense of paying any deposits, cooperative membership fees or other hook-up fees, installation charges or assessments incurred or required in obtaining water, electric and telephone service for his own use.

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Declaration of Covenants and Bylaws

**Gas**

3.20 The Association makes no representation and there shall be no provision for natural gas or liquefied petroleum gas (LPG) service in the Development. Individual service for LPG is permitted and maybe obtained through tank storage but no gas transmission lines are permitted in the Development.

**Roads**

3.21 Roads shall be provided and maintained by the Association to afford access to the exterior boundaries of each lot in the Development.

**Easement for Utilities**

3.22 There is reserved for the use of the Association to facilitate the orderly placement of utility services within the Development, and for the use of all Owners within the Development, a ten (10) feet wide easement along the front roadside of each lot and a five (5) feet wide easement along the exterior boundary lines of each lot in the Development (such easement being ten (10) feet wide on the front and five (5) feet wide on the exterior boundary lines of each lot and being within the boundary of each lot) for the installation, operation and maintenance of utilities and drainage facilities. No permanent structure or other improvement shall be placed so as to interfere with the placement of utility services with in the easement area.

**Outside Antennae**

3.23 Free standing outside antennae or dish antennae of any type shall not be installed on any lot in the Development unless approved by the Architectural Control Committee or other such committee as the Board may appoint to oversee these matters.

**Driveways**

3.24 All driveway locations shall be approved by the Architectural Control Committee. Owners shall provide and install steel or concrete culverts of a minimum diameter of twelve (12) inches in any road drainage ditch where a driveway access to a lot is located, and shall keep said culvert open and clear of dirt, debris and vegetation. (Revised January 12, 2009).

**Billboards and Signs**

3.25 No billboards, signboard, or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot, except that one sign containing not more than four (4) square feet of surface area may be displayed in connection with the sale of any lot with a dwelling thereon or a lakefront lot with or without a dwelling thereon. No signage shall be allowed on lots without dwellings. The Association reserves for itself, its successors and assigns, the right to place advertising displays of any size and kind in any area owned by the Association. The Association may provide common signage for advertising of lot by owners.

**Address Signs**

3.26 Any address sign or directional sign must be approved by the Architectural Control Committee prior to installation.

**Architectural Control Committee Response**

3.27 The Architectural Control Committee is obligated to respond to all reasonable requests and to act or render a decision on matters under its jurisdiction in a timely manner. Should the committee fail to act within thirty (30) days after receipt of a request and pertinent plans and specifications, the request may be submitted to the Board and the Board shall render a decision within thirty (30) days of such submission.

**Article Four**

**Nuisances, Maintenance, Vehicles, Animals**

**Nuisances**

4.01 No noxious or offensive activity, including excessively loud music, shall be carried on upon any lot, nor shall anything be done thereon or any condition permitted to exist thereon which may be or become an annoyance, nuisance or hazard to the health of the neighborhood. No activity shall be permitted which violates the quiet enjoyment of the community.

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## Declaration of Covenants and Bylaws

### **Vehicle Restrictions**

4.02 No vehicle, including specifically motorcycles, motorbikes, motor scooters, mini-bikes, mopeds without proper and approved mufflers and flame arresters, will be permitted in, on or about the Development. Operation of off-the-road, untagged and unlicensed vehicles shall be allowed only in compliance with state law as to both the operator and as to the owner of the vehicle. Loud and offensive noises, including those made by such vehicles, are declared to be an annoyance, nuisance and hazard to the health and well being of the neighborhood and are expressly forbidden. All use of vehicles must be in compliance with the laws of the State of Texas. (Revised January 12, 2009).

### **Unused Vehicle**

4.03 Unused automobiles or other vehicles without a current state registration shall not be stored or parked on any lot or roadside. Streets are not to be used for private parking of vehicles except for visitors.

### **Commercial Vehicles**

4.04 No trucks or commercial type of vehicle shall be stored or parked on any lot nor parked on any residential street or road except while engaged in delivery to or transport from a residence. For the purpose of this Covenant, a  $\frac{3}{4}$  ton or smaller vehicle (commonly known as a pick-up truck) shall not be deemed to be a commercial vehicle or truck. No vehicle of any size which normally transports flammable or explosive cargo may be kept in the Development at any time.

### **Sanitation and Unsightly Appearance**

4.05 All lots shall be kept clean and free of trash, rubbish, garbage, debris and other unsightly objects or materials at all times. Trash, garbage or other wastes shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition. In the event of violation of this regulation the Board may send written notice of the violation to the Owner and the Owner will have fifteen (15) days from the date of mailing of such notice to bring the lot into

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King's Country Property Owners Association

compliance. If the Owner fails to do so, the Board shall have the right to direct entry upon any lot for the removal of weeds, refuse piles or other unsightly objects or materials and to bring the lot into compliance with the Covenants at the expense of the Owner, and any such entry shall not be deemed as trespass.

**Animals**

4.06 No lot shall be used for the purpose of keeping, breeding or raising animals or as a place for keeping horses, mules, cattle or other animals or poultry; provided, however, that Owners customary domestic or household pets. No commercial cat or dog kennel shall be permitted. Pets must be confined to the Owner's premises or on a leash. No pets shall be permitted to run at large.

The Board may assess fines pursuant to state law against Owners who allow pet animals to run at large and may engage professional animal control organizations to capture and remove such animals at the expense of the Owner.

**Fires**

4.07 Unattended fires are strictly prohibited at all times and from time to time the Board and/or Franklin County authorities will prohibit all outdoor burning.

**Hunting**

4.08 Hunting is prohibited in the Development. (except for big snakes and lawn eating armadillos!)

**Article Five  
Assessments, Non-Payment, Liens, Foreclosure**

**Assessments**

5.01 Each Owner, by acceptance of a deed, assignment or lease on a lot or lots in the Development, from either the Association or any subsequent or previous Owner, lessee or sub-lessee, shall be deemed to covenant and agree to pay assessments or charges for the purposes set out herein, with such assessments to be fixed, established and collected as provided herein or as the Board may from time to time deem best. The assessments, together with any interest

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## Declaration of Covenants and Bylaws

thereon and any cost of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with any interest thereon, costs of collection thereof and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the property at the time the assessment fell due.

### **Road Assessments**

5.02 The Association shall reasonably maintain all roads in the Development. The Association reserves the right to assess the cost of road construction, repair and maintenance against all owners on a proportionate charge based on the property ownership within the Development. The Board may increase or decrease the road assessment from time to time and shall send written notice of changes to every Owner. (Revised January 12, 2009)

### **Operation and Maintenance Assessments**

5.03 The Association will operate the Development and maintain the common areas within the Development including but not limited to put back in good working condition, fix, renew existing equipment, structures and/or tangible property and will pay all expenses and salaries incurred in such operation and maintenance. The Association reserves the right to assess operation and maintenance costs against all Owners on a proportionate charge based on the property ownership within the Development. The Board may increase or decrease the operation and maintenance assessment from time to time and shall send written notice of changes to every Owner. (Revised January 12, 2009).

### **Commencement of Assessment**

5.04 Assessments shall begin with the first day of the month following execution of a deed, Assignment or other instrument conveying rights to a lot. The amount of the assessment will be set by the Board.

### **Variances**

5.05 The Association acknowledges that variances exist because of prior uses and representations regarding the sales of lots within the Development. Notwithstanding amendments to these covenants, the

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King's Country Property Owners Association

status of these variances shall remain until property is transferred or sold to a new owner. (Revised January 12, 2009).

**Due Date**

5.06 The assessments provided for herein shall become automatically due and payable on the 1st day of each quarter after the commencement date, unless the Board elects to bill assessments for a longer period. (Revised January 12, 2009).

**Roster**

5.07 The Board shall cause to be maintained a roster of the lots and assessments applicable thereto, which shall be open to inspection by any Owner.

**Annual Report**

5.08 The Board shall cause to be prepared and presented to the Association at its annual meeting a statement of receipts of assessment funds and application of those funds for the previous fiscal year.

**Non-Payment**

5.09 If the assessments are not paid by the date due, then the assessments are delinquent and shall bear interest effective the day after the dues are delinquent at the rate of eighteen per cent (18%) per year or at the highest lawful rate whichever is higher, and together with the interest thereon and cost of collection thereof shall become a continuing lien on the property which shall bind such property in the hands of the then Owner and his heirs, devisees, personal representatives and assigns. (Revised January 12, 2009).

**Foreclosure**

5.10 If delinquent assessments are not paid within ninety (90) days of the due date, the Association may bring an action at law against the Owner personally obligated to pay or to foreclose the lien against the property, and there shall be added to the amount of the assessment and interest the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained a reasonable attorney's fee to be fixed by the court, together with costs of the action. No Owner may waive or otherwise escape liability for the as-

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Declaration of Covenants and Bylaws

assessments by non-usage of the facilities or abandonment of his property. (Revised January 12, 2009).

**Subordination of the Lien to Mortgages**

5.11 The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such a sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

**Subordination of Foreclosures to Tax Liens**

5.12 Property purchased from a taxing authority (i.e., Franklin County, Mount Vernon Independent School District, Franklin County Water District) for payment of a tax lien against the property shall carry forward no past due dues or assessments to the new owner. (Added January 12, 2009).

**Article Six**

**Water District Regulations-Severability-Execution**

**Rules of Franklin County Water District**

6.01 All rules of Franklin County Water District (or its successor) shall prevail. As original Lessor, its rules and regulations shall be enforced as if they were a part of the Covenants and each Owner, lessee and sub-lessee of lots in the Development shall make himself aware of those rules and remain current as to changes. An annual rental fee shall be due in advance to Franklin County Water District each year.

The lots within the Development which lie within the leasehold estate leased from the Franklin County Water District shall be subject to the terms of this Article 6.01 of the Covenants.

**Severability**

6.02 Invalidation of any one of the Covenants by judgment or court order or by conflict with Franklin County Water District rules and

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King's Country Property Owners Association

regulations shall in no way affect the other provisions which shall remain in full force and effect. In the event any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of a period of time herein stated for which the same shall be in effective, then in that event, such term shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth under the laws of the state of Texas.

**Execution**

6.03 WHEREFORE, intending to be bound to the extent set out herein and intending that every subsequent Owner or lessee and their successors in interest to any lot or lots in the Development be bound by all of the provisions of these Covenants, Conditions, Restrictions and Reservations effective immediately upon being filed of record with the County Clerk of Franklin County, Texas, the Board of Directors of King's Country Property Owners Association has caused its duly authorized president to execute and acknowledge this instrument this \_\_\_\_ day of \_\_\_\_\_, 2009.

King's Country Property Owners Association

\_\_\_\_\_  
By: Henry Oertel, President

THE STATE OF TEXAS  
COUNTY OF FRANKLIN

BEFORE ME, the undersigned authority, on this day personally appeared Henry Oertel, President of King's Country Property Owners Association, a Texas corporation, who, after being duly sworn, stated that he had executed the foregoing Declaration of Covenants, Conditions, Reservations and Restrictions, as president of the corporation, on behalf of the corporation, to bind each and every Owner and future Owner, Lessee or Sub-Lessee of any said lot or lots in the King's Country Development.

SUBSCRIBED AND SWORN TO before me the undersigned authority on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public, State of Texas

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Declaration of Covenants and Bylaws

Bylaws

Revision Adopted January 28, 1995

Revision Adopted January 25, 2003

Revision Adopted May 20, 2006

Revision Adopted January 12, 2009

**Article I  
Name and Location**

The name of the Corporation is **KING'S COUNTRY PROPERTY OWNERS ASSOCIATION**, hereinafter referred to as the "Association." The principal office of the Corporation shall be located at King's Country, but meetings of members and directors may be held at such places within the State of Texas, County of Franklin, as may be designated by the Board of Directors.

**Article II  
Definitions**

2.01 "**Association**" shall mean and refer to KING'S COUNTRY PROPERTY OWNERS ASSOCIATION, its successors and assigns.

2.02 "**Properties**" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.03 "**Common Area**" shall mean all real property owned by the Association for common use and enjoyment of the Owners.

2.04 "**Lot**" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.

2.05 "**Owner**" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title or 99-year lease or extension thereof to any Lot which is part of the Properties

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King's Country Property Owners Association

with the exception of the Common Area.

2.06 “**Declaration**” shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the office of the County Clerk, Franklin County, Texas.

2.07 “**Member**” shall mean and refer to any person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

**Article III  
Meetings of Members**

3.01 **Annual Meetings:** The annual meeting of the members shall be held on the last Saturday of January of each year. Amended and adopted on January 25, 2003, to set the date for the annual meeting for the third Saturday of May of each year.

3.02 **Special Meetings:** Special Meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of fifty (50) members who are entitled to vote.

3.03 **Notice of Meetings:** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least 15 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, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

3.04 **Quorum:** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of the membership, or one hundred votes, whichever is the lesser, shall constitute a quorum for any action. If, however, such quorum shall not be present to represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to

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## Declaration of Covenants and Bylaws

time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**3.05 Proxies:** At all meetings of members, each member may vote in person or by proxy. Prior to the meeting, as specified in Article III, Section 3, each member of the Association shall be provided a complete description of the purpose of the meeting and a proxy to complete if they will not be able to attend. If for general election of officers, a comprehensive biography of each candidate shall be provided. Instructions for completing the proxy will also be provided. Proxies can be mailed or hand delivered to the office of the Association. All proxies shall be signed and filed with the Secretary for logging and proxy verification. All proxies shall have an expiration date stated or shall be invalid and must be received by the day of the election. Though members are strongly urged to fill out their own proxies, indicating voting preference or candidates if a general election, the proxy holder may choose to assign his proxy as follows:

- To the Secretary who will vote member's assigned proxies consistent with the managing entity's (Board of Directors) voting results, or
- To a member of the Association to vote his/her proxy, or
- To the Secretary who will vote member's assigned proxies consistent with the majority vote of the membership.

Proxies, as with all other votes, may not be counted until the day of the election. Any proxy shall be suspended from effect when the member who signed the proxy appears at a meeting and desires to vote in person. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot. (Revised January 12, 2009).

### **Article IV Board of Directors, Selection, Term of Office**

**4.01 Number:** The affairs of the Association shall be managed by a Board of twelve (12) directors, sometimes hereafter referred to as

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King's Country Property Owners Association

“the Board.” Amended at Annual Meeting on May 20, 2006 to reduce board size from twelve (12) to seven (7).

**4.02 Term of Office:** At the organizational meeting the members shall elect four (4) directors for a term of one (1) year, four (4) directors for a term of two (2) years, and four (4) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect four (4) directors for a term of three (3) years. No director shall be eligible for reelection or appointment to the Board until two years shall have elapsed after the director has served a three year term.

Amended at Annual Meeting on May 20, 2006, those seven (7) Directors shall serve as detailed in the Amendment adopted on May 20, 2006, pursuant to the following schedule.

- In May 2007, the term of office for the three director positions then expiring shall be filled with directors succeeding to a three-year term of office.
- In May 2008, the term of office for the four director positions then expiring, shall be filled with directors succeeding to two 3-year terms and two 1-year terms of office. Directors shall be designated according to the year of expiration of their term in order to identify places on the board.
- Thereafter, in May 2009, the positions of the two directors elected to one-year terms of office shall be filled with regular three (3) year terms.
- Starting in May 2010, those three directors elected in May 2007, shall be replaced with three directors holding three year terms.
- In May 2011, the positions of the two directors elected in May 2008 to three year terms, shall be replaced with two directors serving three year terms.
- In May 2012, the positions of the two directors elected in May 2009 to three year terms shall be replaced with two directors

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serving three year terms.

Thereafter, there shall be a regular rotation of replacement of positions on a three position, two position and two position cycle. No director shall be eligible for re-election or appointment to the Board until two years shall have elapsed after the director has served a three year term. An exception to this rule is that those two directors elected for a one year term in 2008 may have the option of running for the full three-year term in 2009, if selected by the Nominating Committee.

**4.03 Removal:** Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. A quorum is defined in Article III, Section 4 of these Bylaws as 51% of the eligible property owners or 100 votes whichever is less. The Director will be notified of this action via a letter. (Revised January 12, 2009)

Any Director may be removed by two-thirds vote of the Board if he is absent without an acceptable excuse for three (3) consecutive regularly scheduled meetings of the Board of Directors. Any Director that is removed in either of these manners shall not be eligible to serve on the Board again.

Any director may resign at any time 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. Once a Director tenders his/her resignation, it may not be rescinded. (Revised January 12, 2009).

In the event of death, resignation, or remove of a Director, a successor shall be selected by the Board to serve out the unexpired term.

**4.04 Compensation:** No director shall receive compensation for any service he renders to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of official duties.

**Article V  
Nomination and Election of Directors**

**5.01 Nomination:** Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall not be a director and two or more members of the Association who are not directors. Nominating Committee shall be appointed by the Board after each annual meeting, to serve until the close of the next annual meeting and such appointment shall be announced to the membership. The Chairman of the Nominating Committee will be held by a person who is going off the Board of Directors. The Nominating Committee may make as many nominations from the roster of members in good standing for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled and these are to be presented to the Board at least forty-five (45) days prior to the annual meeting. Nominations may also be made by any member of the Association who presents to the Secretary at least forty-five (45) days prior to the annual meeting a petition signed by at least ten (10) voting members who are in good standing. Nominations may not be made from the floor. The slate of candidates shall be mailed to all members with the meeting notice and proxy form. (Revised January 12, 2009)

**5.02 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 Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Tie votes shall be resolved by casting of lots.

**Article VI  
Meeting of Directors**

**6.01 Regular Meetings:** Regular meetings of the Board of Directors shall be held monthly with notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should any meeting fall upon a legal holiday, that meeting shall be held at a different

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## Declaration of Covenants and Bylaws

time and date determined by the Board. All Board Meetings are open to the general membership. Executive sessions may be held to discuss sensitive issues such as employment or legal matters. (Revised January 12, 2009).

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

**6.03 Quorum:** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present shall be regarded as the act of the Board.

**6.04 Action taken without a Meeting:** The Board shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of two-thirds of the directors. Any action so approved shall have the same effect as though taken at a meeting, provided that all directors have been consulted and canvassed regarding all such action.

### **Article VII Powers and Duties of the Board of Directors**

**7.01 Powers:** The Board of Directors shall have power to:

- Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. The Board may make special penalty assessments to members for repeated violations of such rules and regulations.
- Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or the Association's predecessor. Such rights may also be suspended after notice and hearing, for a period not

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to exceed sixty (60) days for infraction of published rules and regulations.

- Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.
- Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and compensation.

**7.02 Duties:** It shall be the duty of the Board of Directors to:

- Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting.
- Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.
- As more fully provided in the Declaration, to:
- Fix the amount of any assessment against each Lot at least thirty (3) days in advance of each assessment.
- Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance each assessment; and
- Foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

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- Cause the Common Area to be maintained.
- Cause the exterior of the dwellings and their surrounding to be maintained.
- Purchase (or otherwise accept), mortgage, sell, dedicate (or otherwise dispose of ) any property, real or personal, within the confines of King's Country; and
- Borrow money within the provisions of Article XI of the Articles of Incorporation (Rev A).
- Capital expenses less than \$1000 may be approved by the Property Manager without the approval of the Board of Directors. The Board of Directors has the authority to approve capital expenditures in excess of \$1,000. Expenses over \$1000 must be voted on at a Board Meeting with the following exception. In case of an emergency, approval may be obtained from a majority of board members via phone calls or emails. Then, the item must be brought to the Board Meeting so it can be entered into the record of minutes. (Revised January 12, 2009)

### **Article VIII Officers and Their Duties**

**8.01 Enumeration of Officers:** The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom 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.

**8.02 Election of Officers:** The election of officers shall be by secret ballot and shall take place at the first meeting of the Board of Directors following each annual meeting.

**8.03 Term:** The officers of the Association shall be elected for a term of one (1) year. Any officer of the Association may be reelected for succeeding terms. (Revised January 12, 2009)

**8.04 Special Appointments:** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform

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King's Country Property Owners Association

such duties as the Board may, from time to time, determine.

**8.05 Resignation and Removal:** Any officer may be removed from office with or without cause by two-thirds vote of the Board. Any officer may resign at any time 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.

Any Officer may be removed from his/her position as Officer of the Board of Directors utilizing the guidelines set up in Article IV, Section 3 of the Bylaws.

Any Officer that is removed from the Board of Directors may have the opportunity to continue as a Director of the Board of Directors depending on the specific reason for the action.

An Officer may resign at any time 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 time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Once an Officer tenders his/her resignation, it may not be rescinded. (Revised January 12, 2009)

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

**8.07 Multiple Officers:** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Paragraph 4 of this Article.

**8.08 Duties:** The duties of the officers are as follows:

- **The President** shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are car-

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## Declaration of Covenants and Bylaws

ried out; shall sign all leases, mortgages, deed, and other written instruments and shall co-sign all checks and promissory notes.

- **The Vice President** shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and the Vice-President shall exercise and discharge such other duties as may be required of him by the Board. He shall be authorized to co-sign checks in the absence of either the President or Treasurer.
- **The Secretary** shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; maintain a current roster of the members of the Association together with their addresses, and shall perform such other duties as required by the Board. He shall be authorized to co-sign checks in the absence of either the President or Treasurer.
- **The Treasurer** shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an audit of the Association books to be made by a certified public accountant appointed by the Board at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver a copy of such statement to each member present; and shall certify the membership roster as to the good standing or arrears status of each member.
- Amended and adopted on January 25, 2003, to provide that an annual audit shall be made only at the discretion of the Board of Directors of the Association with audits to be made at times and by personnel to be determined by the directors at their discretion.

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King's Country Property Owners Association

**Article IX  
Committees**

The Association shall appoint the following committees: Architectural Control Committee as provided in the Declaration of Covenants, Capital Improvements Committee, Land Management Committee, Communications Committee and a Nominating Committee, as provided in these bylaws. In addition, the Board shall point other committees as deemed appropriate in carrying out its purpose. (Revised January 12, 2009)

A member of the Board of Directors will serve on each of these committees.

**Article X  
Books and Records**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member in good standing. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member in good standing at the principal office of the Association, where copies may be purchased at a reasonable cost.

**Article XI  
Assessments**

As more fully provided in the Declaration, each member is obligated to pay the Association monthly dues and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessments is not paid within ninety (90) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's

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fees of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot or Lots. (Revised January 12, 2009).

**Article XII  
Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words: KING'S COUNTRY PROPERTY OWNERS ASSOCIATION.

**Article XIII  
Amendments**

These bylaws may be amended, at a regular or special meeting of the members, by a majority vote of a quorum of members present in person or by proxy. The text of the proposed change must be sent to the membership with the meeting notice.

**Article XIV  
Indemnification**

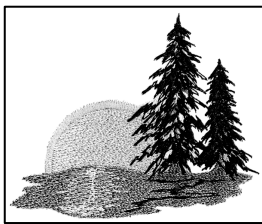
The Association shall indemnify its Directors and Officers to the full extent permitted by Texas Law. This indemnification will not apply to cases involving improper personal conduct. The Association shall have the power to purchase and maintain insurance on behalf of its Directors and Officers against any liability arising out of their services as such.

**Article XV  
Miscellaneous**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year except that the first fiscal year shall begin on the day of incorporation.

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King's Country Property Owners Association



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King's Country Property Owners  
Association

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