

Midland County
Alison Haley
County Clerk
Midland, Texas 79702



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As

Recorded On: May 27, 2015

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(Parties listed above are for Clerks reference only)

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

Recording after Aug 2005	58.00
Total Recording:	58.00

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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User / Station: A Welch - CC208d

Record and Return To:

BETENBOUGH HOMES

6305 82ND ST

KEITH SMITH WILL PICK UP

LUBBOCK TX 79424



State of Texas
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the named RECORDS of Midland County, Texas as stamped hereon.

County Clerk
Midland County, Texas

Declaration
LONE STAR TRAILS HOMEOWNERS' ASSOCIATION
 By-Laws

ARTICLE I.

NAME AND LOCATION

The name of the corporation is LONE STAR TRAILS HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at 6718 Hwy 349 Midland, Texas but meetings of Members, Directors and/or Officers may be held at such places within the State of Texas, County of Midland, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "**Association**" shall mean and refer to LONE STAR TRAILS HOMEOWNER'S ASSOCIATION, a non-profit corporation organized under the provisions of the Texas Business Organization Code, its successors and assigns.

Section 2. "**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.

Section 3. "**Common Area**" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "**Declarant**" shall mean and refer to REAL PROPERTY RESOURCES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "**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 of Midland County, Texas.

Section 8. "**Member**" shall mean and refer to each Person who owns an interest in one or more of the residential Lots in Lone Star Trails, an Addition to the City of Midland,

Midland County, Texas, properly platted and dedicated by Declarant. There shall be one and only one voting Member for each Lot and each Lot shall have only one vote assigned to it; and the voting Member for the Lot shall be determined from time to time by the Persons who own an interest in the Lot.

Section 9. "Person" shall mean an individual, corporation, trust or trustee estate, executor, administrator, partnership, limited liability company or other legal or commercial entity.

ARTICLE III.

MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings shall be held at a time and place as determined by resolution of the Members, Declarant or, in absence thereof, by the President.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President, Declarant, the Architectural Control Committee or upon written request of any four (4) Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the President or person authorized to call the meeting, by mailing to each Member a copy of such notice, postage prepaid, at least 2 days before such meeting (at least 30 days before an annual meeting), 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. Attendance of a Member at a meeting shall constitute a waiver of Notice of such meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a number of votes equal or more than ten percent (10%) of the total number of votes that may be cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, the required quorum is not present, another meeting may be called subject to the same notice requirement provided that the quorum requirements for such subsequent meeting shall be one-half of the quorum requirement for the previous meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Voting. The developer shall maintain voting control until which time it is deemed the H.O.A. has enough members to operate and maintain the community or 80% of the planned lots have been completed and sold by the developer. At that time, nominations and

elections will be held to establish the H.O.A. board. At all meetings of Members, each voting Member shall be entitled to cast one vote for each Lot owned by such Member.

Section 7. Telephone Meetings. Members may participate in a meeting of Members and meetings of Members may be conducted by telephone or similar communication equipment by which all Members participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of business.

Section 8. Action Without Meeting. Action may be taken by Members without a meeting if each Member entitled to vote signs a written consent to the action.

ARTICLE IV.

POWERS AND DUTIES OF THE MEMBERS

Section 1. Powers. The Members shall have power to:

(a) 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;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association; and

(c) employ a manager, an independent contractor, or such other agents or employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to;

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which assessment shall be an equal amount for each Lot and which shall be calculated to meet the anticipated costs of the maintenance, upkeep and

payment of taxes for the Common Area and for the preservation of the Common Area for the intended purpose thereof;

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

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(4) adopt and set a fining policy as deemed appropriate in enforcing the By-Laws and Restrictions of the Association.

(d) 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;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area(s) to be maintained and kept free of debris, overgrowth of vegetation and preserve its intended use;

(h) pay required taxes for Common Area(s)

(i) Nominate and elect the Directors of the Association to fill any vacancies resulting from the death or resignation of any Director.

ARTICLE V.

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and three to five other officers as the membership may from time to time by resolution create each of which shall be a Member.

Section 2. Election of Officers. The election of officers shall take place at the annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected by the Members and each shall hold office for three (3) years as the President, two (2) years as the 1st

Officer/Treasurer, one (1) year as the 2nd Officer/Secretary, and one (1) year for at large Officers/Members, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Members 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 such duties as the Members may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by an affirmative vote of two-thirds (2/3) of the Members. Any officer may resign at any time giving written notice to the Members, 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.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Members. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. A person may hold more than one office.

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

The President shall preside at all meetings of the Members; shall have the right to vote on all matters being considered by the Members; shall see that orders and resolutions of the Members are carried out; subject to the direction and control of the Member, shall be responsible for the day to day affairs of the Association; shall cause minutes to be kept of all meetings; and shall sign all leases, mortgages, deeds and other written instruments as he or she may determine is necessary or appropriate to carry out the affairs of the Association. The President shall be the Chairman of the Architectural Control Committee.

ARTICLE VI.

COMMITTEES

Section 1. Nominating Committee. The Members shall appoint a Nominating Committee, as provided in these By-Laws, to nominate candidates to serve as officers of the Association.

Section 2. Architectural Control Committee. The President shall be chairman of the Architectural Control Committee and along with the other board members shall chose the other two (2) Members to serve on the Committee. Members on the Architectural Control Committee serve at the pleasure of the membership and may be removed at any time by the board. The actions of the Architectural Control Committee shall be subject to the rights of individuals bringing matters before the Architectural Control Committee to appeal same to the membership or, alternatively, for the Architectural Control Committee (or any three (3)

Members) to elect that any matter presented to the Architectural Control Committee for consideration be presented to the membership of the Association to act as a committee of the whole to perform the functions of the Architectural Control Committee. Members of the Architectural Control Committee covenant and agree to immediately notify the Members of (1) matters presented to the Architectural Control Committee for determination; or (2) matters instigated at their own initiative or by request from another Member requesting that they enforce any alleged breach of the Declaration of Covenants and, if necessary, to immediately call a special meeting of the Members.

Section 3. Other Committees. The President shall appoint such other committees as are deemed appropriate in carrying out the purposes of the Association.

ARTICLE VII.

INDEMNIFICATION OF OFFICERS, MEMBERS, AGENTS AND EMPLOYEES

Every officer, agent, Member and employee of the Association shall be indemnified by the Association against all judgments, penalties, fines, liabilities, amounts paid in settlement and reasonable expenses, including counsel fees actually incurred by or imposed upon him or her in connection with any proceeding to which he or she was, is or is threatened to be made a party, or in which he or she may become involved, by reason, in whole or in part, of being or having been an officer, agent, Member or employee of the Association, whether or not he or she is an officer, agent, Member or employee at the time such expenses are incurred, to the maximum extent consistent with the provisions of the Texas Business Organization Code; provided that in the event of a settlement the indemnification herein shall apply only when the Members by majority vote approve such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, agent, Member or employee may be entitled.

ARTICLE VIII.

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. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE IX.

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual 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. The annual assessment shall be due on the 1st day of each calendar year. Special assessments shall be due thirty (30) days after notice of said special assessment has been properly given to the Member. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate equal to 10% per annum, and the Association shall bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. The annual assessment shall be due on the 1st day of each calendar year. A fining policy may be adopted by the Board Members.

ARTICLE X. CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: LONE STAR TRAILS HOMEOWNER'S ASSOCIATION

ARTICLE XII. AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Common areas shall be conveyed to the Association without charge and free of any liens or other encumbrances upon final plat and completion of all improvements by the developer. Members are granted use of the common areas subject to its intended use and any and all HOA guidelines. Any subsequent conveyance of any common area by the H.O.A. to another entity must have prior approval by the City of Midland.

Section 3. Modification and addition of amendments to this HOA are subject to review by the City of Midland.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting President of the LONE STAR TRAILS HOME OWNER'S ASSOCIATION, a Texas non-profit corporation, and,

THAT the foregoing By-laws of LONE STAR TRAILS HOME OWNER'S ASSOCIATION was duly adopted at a meeting of the Declarant on the 1st day of June, 2014.

Executed this 21st day of May, 2015.

Amy Laster
President

LONE STAR TRAILS
HOME OWNER'S ASSOCIATION

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned Notary Public, on this 21st day of May, 2015, personally appeared, Amy Laster, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



Carla Smock
Notary Public, State of Texas

Kevin Wilton, Planning and Zoning Commission Chairman
Kevin Wilton, Planning and Zoning Commission Chairman

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned Notary Public, on this 18th day of May, 2015, personally appeared, Jane Wolf, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



[Signature]
Notary Public, State of Texas