

**Fourth AMENDED BYLAWS OF**  
**ARLINGTON LV HOA, INC.**

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03/22/2024 11:48 AM Page: 1 of 20  
BY LAW Fees: \$96.00  
SUBMITTER: ARLINGTON LV HOA, INC.

1. DEFINITIONS

1.1 "Association" shall mean ARLINGTON LV HOA, INC., a non-profit corporation which has the power, duty, and responsibility of maintaining and administering the Common Properties (as defined below), and collecting the assessments and charges prescribed in the Declaration (as defined below), and has the right of administering and enforcing the Declaration.

1.2 "Board" shall mean the governing body of the Association, elected pursuant to the bylaws of the Association.

1.3 "Common Properties" shall mean and refer to the "Common Property" as defined and referred to in the Declaration.

1.4 "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, and Easements for Lago Vista, as recorded in the deed records of Tarrant County, Texas, along with all amendments, annexations, and supplements made in accordance with its terms or the laws of the State of Texas.

1.5 "Lot" shall mean any parcel of land shown upon a subdivision plat or re-plat recorded in the plat records of Tarrant County, covering any portion of the Property.

1.6 "Member" shall mean and refer to each Owner (as defined below) who shall be a member of the Association.

1.7 "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot.

1.8 "Property" shall have the meaning specified in the Declaration and refer to the property which is the subject of the Association.

2. OFFICES

2.1 Registered Office and Agent. The registered office of the Association is 515 Houston St, Suite 701, Fort Worth Texas 76102. The registered agent of the Association is L. Kelly Jones, Esq., and his office is the above address.

2.2 Management Certificate. The Board shall record, in the real property records of the county, a management certificate, signed and acknowledged by an officer or the managing agent of the Association, stating the name of the subdivision, the name of the Association and mailing address of the Association, the recording data

for the subdivision, the recording data for the Declaration, the name and mailing address of the person managing the

Association or the Association's designated representative, and other information the Association considers appropriate. The Board shall record an amended management certificate not later than the 30th day after the date the Association has notice of a change in any information in any prior recorded certificate.

### 3. MEETINGS

3.1 Place of Meetings. All meetings of the Members for the election of directors will be held at an announced location in Tarrant County, as specified in the notice of the meeting. Meetings of Members for any other purpose may be held at such time and place, within Tarrant County as stated in the notice of the meeting.

3.2 Annual Meeting. An annual meeting of the Members will be held on the second Monday of February of each year, at the hour of 7:00 o'clock p.m.; provided, however, that should said day fall upon a legal holiday, then at the same time on the next available date. At such meetings, reports of the affairs of the Association will be considered, and any other business may be transacted which is within the power of the Members. Based on the results of the recent election, the new board of directors will assume their responsibilities at the conclusion of this meeting.

3.3 Board Meetings. Regular Board meetings will be held at least quarterly, or more frequently if called by the president or by a majority of board members, at such time and within Tarrant County as determined by the Board. Notice of all meetings of the directors will be given to the Members, at least 6 days in advance via email and by posting on the association website or posting in a conspicuous manner within the community. All meetings of the directors will be open to any Member to attend. Minutes will be taken and furnished to all members within ten days of such meeting. Executive sessions of the Board are allowed in accordance with the laws of the State of Texas.

3.4 Call for Special Meetings. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, the certificate of formation, or these bylaws, may be called by the president, the majority of the Board or not less than 13 Members entitled to vote at the meetings. Business transacted at any special meeting will be confined to the subjects stated in the notice of the meeting.

3.5 Notice for Special Meetings. Written or printed notices stating the place, date, time, agenda, and the purpose or purposes of the meeting, including a general description of any matter to be brought up for deliberation in the special meeting, will be mailed no later than 10 days and no earlier than 60 days before the meeting or provided at least 72 hours prior to the meeting by posting in a conspicuous manner within the community or on a community webpage and sending the notice by email to each owner who has registered an email with the Association.

3.6 List of Members. The secretary of the Association shall compile, at least ten days before each meeting of Members, a complete list of the Members entitled to vote at such meeting, arranged in alphabetical order, with the physical address of each Member, as well as any registered email address, which shall be kept

on file at the principal office of the Association, and such other locations determined by the Board, and shall be subject to inspection by any Member at any time during usual business hours.

Such a list shall also be produced and kept open at the time and place of the meeting, and shall be subject to inspection by any Member during the meeting. A Member may change his or her mailing address or email address in the Association records by giving notice of the change to the secretary of the Association.

#### 4. VOTING

4.1 Voting. Members will have the right to vote on any Association ballot in person, by absentee ballot, mail, or electronically. However, absentee or electronic ballots shall not be counted if the Member attends the meeting to vote in person, or if the motion is amended at the meeting to be different from the exact language on the absentee or electronic ballot. All ballots must be written and signed by the Member. Valid electronic votes constitute written and signed ballots.

a. The Board will provide written notice of any meeting requiring a vote by Members using one of the options provided in article 3.5 above.

b. Members will have the right to make motions from the floor for Member voting.

c. Absentee and electronic ballots will be provided on the website or on request by the Member to the Secretary and must contain each proposed action, provide an opportunity to vote for or against each proposed action, contain instructions for delivery, and contain the following language:

"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

4.2 Prohibition of Cumulative Voting. Directors will be elected by plurality vote. Cumulative voting will not be permitted.

4.3 Quorum. Valid absentee and electronic votes shall be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot.

4.4 Board Quorum. At all meetings of the Board, the presence of three of the directors, in person, virtually, or by telephone, is necessary and sufficient to

constitute a quorum for the transaction of business.

## 5. DIRECTORS

5.1 Powers. The business and affairs of the Association will be managed by its Board who may exercise all powers of the Association, and may do all lawful acts and things which are not by statute, the Declaration, the certificate of formation, or these bylaws directed or required to be exercised or done by the Members.

5.2 Duties. Directors will discharge their duties, including any duties as officers or committee members, in good faith, with ordinary care, and in a manner they reasonably believe to be in the Association's best interest. In this context, the term "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred upon directors, directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Association or another person, that has been prepared or presented by a variety of persons, including officers and agents of the Association, professional advisors, or experts, such as accountants or legal counsel. A director is not relying on information in good faith if he or she has knowledge concerning a matter in question that renders reliance unwarranted. Directors are not deemed to have the duties of a trust with respect to the Association, or with respect to any property held or administered by the Association, including property that may be subject to restriction imposed by the donor or transferor of the property.

5.3 Number and Election. The Board will consist of at least three and no more than five Directors. The directors will be elected in advance of the annual meeting of the Members, except as hereinafter provided, and each director elected will hold office until his successor has been elected and qualified.

A minimum of two directors will be elected each year. Only one owner per lot may serve on the Board at a time. The ballot of the candidates will be available 30 days prior to the election. The election process shall occur not less than 20 days before the annual meeting of the Members, in accordance with any reasonable procedure approved (from time to time) by the Board, so that the tabulated results can be announced at the annual meeting.

5.4 Candidacy of Directors. Prior to each annual meeting of Members, the Board shall prescribe:

- a. the opening date and the closing date of a reasonable filing period in which each and every Member who has a bona-fide interest in serving as a director may file as a candidate for such position;
- b. that each and every Member who has properly filed shall be included within the ballot;
- c. that where three or more candidates are vying for one position, election may occur by a plurality (rather than a simple majority) of the votes cast; and
- d. such other rules and regulations which may then be appropriate to conduct the nomination and election of directors in a fair, efficient, and cost-effective manner. Each candidate shall be given a reasonable, uniform opportunity to communicate their qualifications to the voting Members and to solicit

votes.

5.5 Term of Office. Directors will be elected for a term of two years. Terms of office shall be staggered to allow for continuity on the board and elections shall be held annually. See Attachment D for the Board Election Cycle.

5.6 Removal: Filling Vacancies. Any director may be removed, with or without cause, at any special meeting of the Members in which there is a quorum by the affirmative vote of a majority of the Members present in person or by absentee ballot at such meeting and entitled to vote for the election of such director, if notice of intention to act upon such matter was given in the notice calling the meeting. If any vacancies occur in the Board, for any reason, a new director will be elected for the unexpired term of the predecessor in office. The Board shall notify the membership within 48 hours of any vacancy either by resignation or removal and an election shall be held 30 days from such notice.

5.7 Special Committees. The Board may appoint such other special committees as it deems necessary, who will be appointed for approved short term projects, and will exercise such powers and perform such duties as determined by the Board. All special committees will consist of at least three members.

## 6. NOTICES/INFORMATION

6.1 Formalities of Notices. Whenever, under the provisions of the statutes, the certificate of formation, or these bylaws, notice is required to be given to any director or Member, such notice may be given either electronically, personally, or by mail. Special meetings will be called in accordance with article 3.4 above. Any notice required or permitted to be given by mail will be deemed to be given at the time it is deposited in the United States Mail. A person's attendance at a meeting constitutes waiver of notice of the meeting, unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

6.2 Website. The Association will establish an Association website, for all activities that affect the Association. Association matters, minutes of meetings, Association bylaws and covenants, budgets, quarterly financial statements, and events calendar will be posted for the Association members. Dues will not be collected by the website, and must be paid by mail, in person, by bank transfer, or by direct deposit to the treasurer.

## 7. OFFICERS

7.1 Election. The Officers of the Association will be elected by the directors after their appointment at the annual meeting, and include a president, first vice-president, second vice-president, secretary, and a treasurer.

7.2 Powers. Officers will have the powers and duties usually associated with such office, subject to limitations or extension by the Board.

7.3 Duties. The duties of the officers are as follows:

a. President. The president will preside at all meetings of the Board; will see that orders and resolutions of the Board are carried out; will sign all contracts, mortgages, tax returns, and other written instruments; will co-sign all checks over \$1,000, and promissory notes; where an electronic payment method is used the Treasurer will receive and retain email approval from the President to maintain the dual review prior to payment; will appoint special committee chairmen and Members of committees with the concurrence of the Board; and will carry out such other duties as may be assigned by the Board or the policies adopted by the Board.

b. First Vice President. The first vice president in the absence of the president will assume the duties of the president. Perform all other duties as may from time to time be assigned by the Board.

c. Second Vice President. The second vice president, in the absence of the president and first vice president, will assume the duties of the president and perform all other duties as may from time to time be assigned by the Board.

d. Secretary. The secretary will perform or cause to be performed the following secretarial activities: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and Members; keep the appropriate current records showing the ownership of Lots and membership of the Association, together with their addresses; and perform such other duties as required by the Board or the policies as adopted by the Board. In the absence of a Secretary, the President designee will fulfill the role of the Secretary, until such time a new Secretary is secured.

e. Treasurer. The treasurer will perform, or cause to be performed, the following financial activities: receive and deposit in appropriate bank accounts all monies of the Association, and disburse as directed by a resolution of the Board; sign all checks under \$1,000, and co-sign all checks over \$1,000; where an electronic payment method is used the Treasurer will receive and retain email approval from the President to maintain the dual review prior to payment. The Treasurer will cause an annual review of the association books to be made and the completion of each fiscal year by one or more members of the association who is not currently a director; prepare an annual budget, and prepare a quarterly statement of income and expenditures which will be available to any member upon request and to be presented to the membership at its regular annual meeting; and deliver a copy of the budget and assessments adopted by the Board to each Member. The treasurer will perform such other duties as required by the Board, or the policies as adopted by the Board. In the absence of a Treasurer, the President designee will fulfill the role of the Treasurer, until such time a new Treasurer is secured.

f. One director will be appointed as chairperson of the Landscape Committee ("LC").

g. The Board will appoint the ACC Chairperson who will then assemble two additional Members to carry out the responsibilities of the ACC. No active Board member, the spouse of an active Board member or any person residing in the home of an active Board member can serve on the ACC. The chairperson will enforce the restrictions as set forth in the Declaration. The chairperson will also consider and approve or disapprove all architectural changes proposed by Members, having these signed and dated by the chairperson and at least one other committee member, as deemed necessary.

h. The chairperson for the LC will assemble a group of at least three members to carry out the responsibilities of the LC, as needed. The LC may prepare an annual budget and present it to the Board for approval, seek and oversee repair work of contractors working in the Common Properties including, but not limited to: fence, pool, trees, pond, and sprinkler system, and prepare plans for any proposed improvements to present to the Board.

7.4 Tenure: Removal: Vacancies. Each Member of the ACC and LC of the Association will hold office for a term of one year, or until reappointed, or his successor is chosen and qualified in his stead, or until death, resignation, or removal from office. Any Member of any committee appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board, but such removal will be without prejudice.

## 8. GENERAL PROVISIONS

8.1 Compensation. All officers and directors of the Association will serve without compensation. No director, officer, or committee member will receive anything of value from a vendor or provider of services for the Association which is not also offered to the entire membership, including, but not limited to, from developers, home builders, and contractors. However a director, officer, or member may serve the Association in any other business or professional capacity and receive compensation for those services so long as that compensation is at a reasonable fair market value and commensurate with the services performed.

8.2 Agents. No member may represent the homeowners in any capacity and in any matter which the Association has an interest, unless duly elected. The Association will not indemnify any person who acts in this manner.

8.3 Fiscal Year. The fiscal year of the Association is the calendar year.

8.4 Indemnification. The Association will indemnify, through a director and officer insurance policy, any director, officer, or employee or former director, officer or employee of the Association, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he is found liable for gross negligence or willful misconduct in the performance of duty. The Association will cause to be paid to any director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding. Such right of indemnification will not be deemed exclusive of any other rights to which such director, officer or employee may be entitled by law or under any bylaw, agreement, vote of Members or

otherwise.

8.5 Conflicts. If there are conflicts or inconsistencies between the

provisions of Texas law, the articles of incorporation, the Declaration, and these bylaws, the provisions of Texas law, the Declaration, the articles of incorporation, and the bylaws (in that order) shall prevail.

8.6 Hearings. For any Member who submits a written request for a hearing, the Association shall hold the hearing no later than the 30<sup>th</sup> day after the Board receives the request for a hearing and shall notify the Member no later than the tenth day before the date of the hearing. The Board or the Member may request a postponement, and, if requested, a postponement shall be granted for a period of no more than ten days. Additional postponements may be granted by agreement of the parties. The Member or the Association may make an audio recording of the hearing. If the hearing is held before a committee, the notice of the hearing shall specify that Member shall have the right to appeal the committee's decision to the Board by written notice to the Board.

## 9. POLICIES

9.1 Delinquent Payment Plan Policy. The Board has adopted a payment plan policy applicable to all delinquent Members of the Association, and such payment plan policy is attached to these bylaws as attachment "a."

9.2 Records Retention and Records Production Policies. The Board has adopted a records retention policy and a records production policy relating to the Association's books and records. Copies of the Association's records retention policy and records production policy are attached to these bylaws as exhibits "b" and "c," respectively.

9.3 Inspection. The membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Member of the Association or by his or her duly appointed representative, at any reasonable time, at the office of the Association, or at such other place as the Board shall prescribe.

9.4 Access Control. Access to these gate entry records and associated photographs, for reasons other than regular maintenance and administration of the system, must be pre-authorized by a minimum of two Directors who must also view the records together and only in circumstances where access is warranted due to damage to property, a valid threat to the security of any resident, guest or property, or where requested by Police or other similar authority. Results of any review should be maintained as private and only disclosed to those directly involved in the investigation.

## 10. AMENDMENTS

10.1 These bylaws may be altered or amended by a vote of Members voting in person, electronically, or by mail at a duly called regular or special meeting at which a quorum is present. Null votes (votes not cast by any method) will not be counted for determining quorum or votes cast. Null votes or votes not cast by any method by a member will not be counted.



Attachment A: Payment Plan

**Arlington LV HOA, INC.**

**Payment Plan Policy**

This payment plan policy was approved to be included by the board of directors of the Arlington LV HOA, INC. (the Association) on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

1. "Owners" (as defined in the Association's bylaws) are entitled to pay their assessments according to the terms of this approved payment plan policy, as long as an Owner has not failed to honor the terms of a previous payment plan during the past two years.
2. All payment plans require a down payment and monthly payments.
3. Upon request, all Owners are automatically approved for a payment plan consisting of 30% down, with the balance paid off in 12 monthly installments.
4. If an Owner defaults on any payment plan, the payment plan is automatically terminated, and the Association is not obligated to make another payment plan with the Owner for the next two years.
5. Alternative payment plan proposals must be submitted to, and approved by, the Association. The Association is not obligated to approve alternative payment plan proposals. No payment plan may be shorter than three months nor longer than 18 months.
6. The Association may not charge late fees during the course of a payment plan, but may charge interest at the rate it is entitled to under section 5.07 of the recorded Declaration of Covenants, Restrictions, and Easements for Lago Vista, and the Association may charge reasonable costs of administering the payment plan. The term of a payment plan cannot be less than three months nor more than 18 months.

ATTACHMENT B  
ARLINGTON LV HOA, INC.  
RECORDS RETENTION POLICY

This records retention policy was approved by the board of directors of Arlington LV HOA, Inc. (the "Association"), on the 13<sup>th</sup> day of January 2015 and amended on February 14<sup>th</sup> 2022, and amended on February 12, 2024.

The Association shall maintain its records as follows:

<u>Record</u>	<u>Retention Period</u>
certificate of formation/ articles of incorporation, bylaws, declarations, and all amendments to those documents	permanent
Association tax returns and tax audits	seven years
Financial books and records	seven years five years
Account records of current owners	four years after contract expires
Contracts with a term of more than one year	seven years five years five years
Minutes of member meetings and board meetings	
ACC requests/approvals/denials	
Certified tally of any member vote counts (not to include individual votes cast)	

Records not listed above *are* not subject to retention. Upon expiration of the retention date, the applicable record will be considered not maintained as a part of the Association's books and records.

**ATTACHMENT C**  
**ARLINGTON LV HOA, INC.**  
**RECORDS PRODUCTION POLICY**

This records production policy was approved by the board of directors for Arlington LV HOA, Inc. (the "Association"), on the 13<sup>th</sup> day of January 2015.

I. Copies of the Association's records will be available to all "Owners" (as defined in the Association's bylaws) upon proper request and at the Owner's own expense. A proper request:

- a. is sent by certified mail, return receipt requested, to the Association's address as reflected in its most recent management certificate;
- b. is from an Owner, or the Owner's agent, attorney, or certified public accountant; and
- c. contains sufficient detail to identify the records being requested.

II. Owners may request to inspect the books and records, or may request copies of specific records.

a. If an Owner makes a request to inspect the books and records, then the Association will respond within ten business days of the request, providing the dates and times the records will be made available, and the location of the records. The Association and the Owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the Owner with copies of specific documents upon the Owner paying the Association's cost of copying.

b. If an Owner makes a request for copies of specific records, and the Association can provide the records easily, or with no cost, then the Association will provide the records to the Owner within ten business days of the Owner's request.

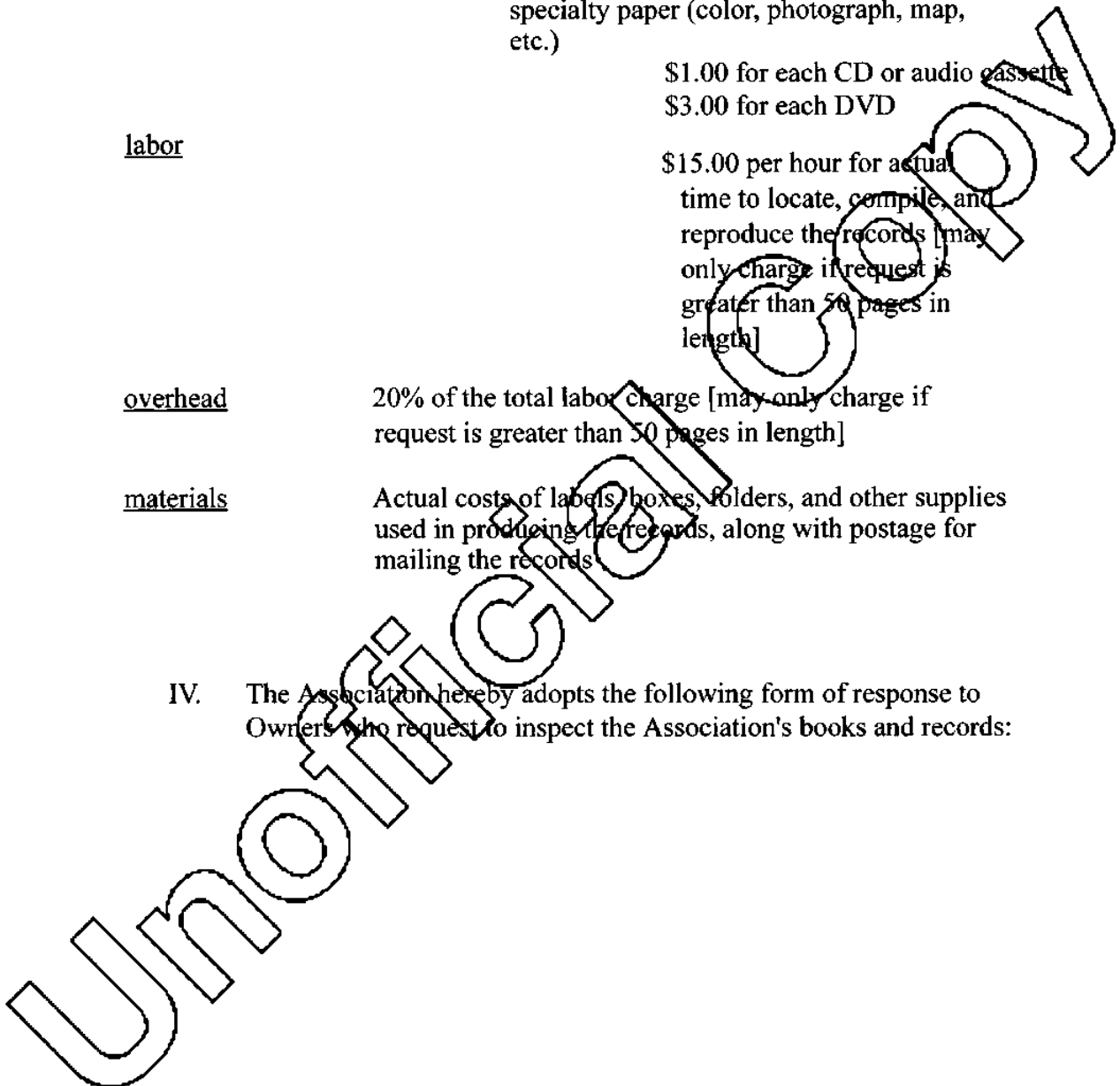
c. If an Owner makes a request for copies of specific records, the Association shall send a response letter advising the date that the records will be made available (within 15 business days), and the cost the Owner must pay before the records will be provided. Upon paying the cost to provide the records, the Association shall provide the records to the Owner.

If an Owner makes a request for copies of specific records, the Association shall send a response letter advising the date that the records will be made available (within 15 business days), and the cost the Owner must pay before the records will be provided. Upon paying the cost to provide the records, the Association shall provide the records to the Owner.

III. The Association hereby adopts the following schedule of costs:

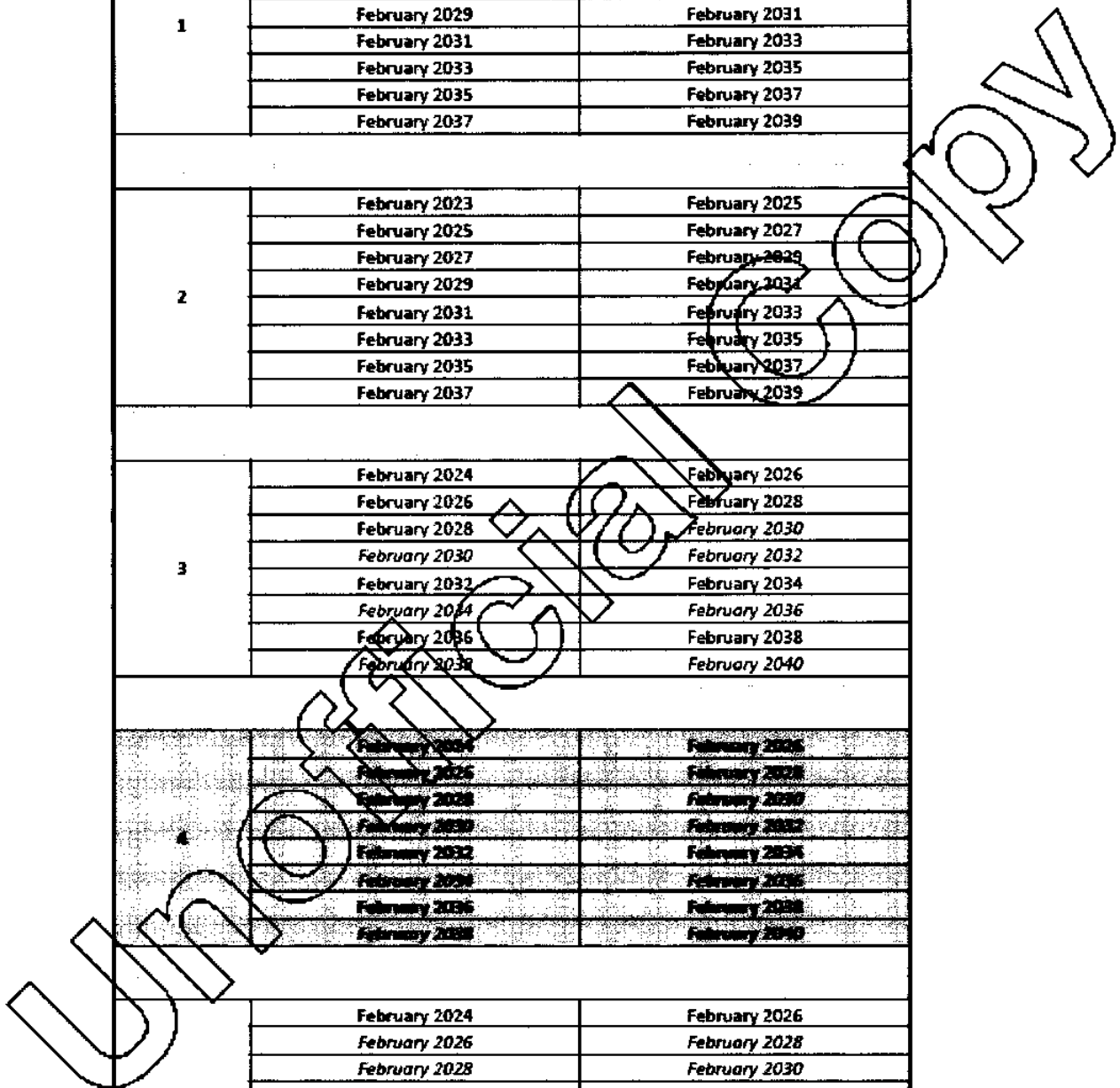
<u>copies</u>	<p>10 cents per page, for a regular 8.5" x 11" page  50 cents per page, for pages 11" x 17" or greater  actual cost, for specialty paper (color, photograph, map, etc.)</p> <p>\$1.00 for each CD or audio cassette  \$3.00 for each DVD</p>
<u>labor</u>	<p>\$15.00 per hour for actual time to locate, compile, and reproduce the records [may only charge if request is greater than 50 pages in length]</p>
<u>overhead</u>	<p>20% of the total labor charge [may only charge if request is greater than 50 pages in length]</p>
<u>materials</u>	<p>Actual costs of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records</p>

IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association's books and records:



Attachment D: Election Cycle

Lago Vista HOA Board Election Years by Seat/Chair		
Seat/Chair	Term Start Date	Term Expected End Date
1	February 2023	February 2025
	February 2025	February 2027
	February 2027	February 2029
	February 2029	February 2031
	February 2031	February 2033
	February 2033	February 2035
	February 2035	February 2037
	February 2037	February 2039
2	February 2023	February 2025
	February 2025	February 2027
	February 2027	February 2029
	February 2029	February 2031
	February 2031	February 2033
	February 2033	February 2035
	February 2035	February 2037
	February 2037	February 2039
3	February 2024	February 2026
	February 2026	February 2028
	February 2028	February 2030
	February 2030	February 2032
	February 2032	February 2034
	February 2034	February 2036
	February 2036	February 2038
	February 2038	February 2040
4	February 2024	February 2026
	February 2026	February 2028
	February 2028	February 2030
	February 2030	February 2032
	February 2032	February 2034
	February 2034	February 2036
	February 2036	February 2038
	February 2038	February 2040
5	February 2024	February 2026
	February 2026	February 2028
	February 2028	February 2030
	February 2030	February 2032
	February 2032	February 2034
	February 2034	February 2036
	February 2036	February 2038
	February 2038	February 2040



Attachment F: Fine Schedule

**Lago Vista HOA Community & Resident Fine Schedule**  
*Adopted February 2024 \*\**

The following Fine Schedules will be used in the event that a Owner/resident is in violation of rules and regulations as outlined in our governing documents (Bylaws and/or Covenants) requirements.

<b>Owner/ Renter/Lessee in Violation of Payment for Quarterly Dues</b>
<p>Definition: Owner has not met payment of Quarter 1, 2, 3 or 4 Dues as outlined in Covenants 5.07 and is subject to a \$25 late fee each month until quarterly payment is made.</p>
<ul style="list-style-type: none"> <li>❖ All Owners, or designees, can expect an electronic invoice prior to the start of each quarter for payment. If a physical invoice is requested, contact the Treasurer or Secretary of the HOA.                             <ul style="list-style-type: none"> <li>➤ Any assessment which is not paid within thirty (30) days of the Due Date will be subject to a late fee of \$25 per month.</li> <li>➤ Fees will be accumulated for each month missed. There are three months in each quarter.</li> <li>➤ <i>In the event of default in the payment of any one or more installments of an Assessment, the Board may declare any remaining unpaid balance of the Assessment at once due and payable. All unpaid Assessments, together with any late fees and costs of collection, including reasonable attorneys' fees, will be the personal obligation of such Owner, as well as a lien on the applicable Owner's Lot enforceable in accordance with the provisions of this Declaration.</i></li> </ul> </li> </ul>

<b>Owner/Resident in Violation of Causing Damage to Community/HOA Property</b>
<p>Definition: Damage to community property/HOA property shall be assessed to the Owner for full cost of repair and/or replacement</p>
<ul style="list-style-type: none"> <li>→ Formal written communication by board to Owner/resident advising of damage and estimate for cost to repair or replace. Payment or payment plan shall be arranged within 14 days.                             <ul style="list-style-type: none"> <li>◆ Owner(s)/resident shall communicate with the board when payment will be received, or to arrange for a payment plan, if necessary.</li> <li>◆ If after 14 days, the Owner/resident has not communicated with the board or made payment, the board will respond with a written notification that the Owner has incurred a late fee fine of fifty dollars in addition to the cost of repair/replacement.</li> </ul> </li> <li>→ If after 10 additional days without a response from the Owner/resident, the board will respond with a written notification that the Owner/resident has incurred a late fee fine of one hundred dollars in addition to the cost of repair/replacement. This late fee incurred is in addition to the previously assessed fee.</li> <li>→ If, after 10 additional days without a response from the homeowner/resident, the board will respond with a written notification that the Owner/resident has incurred a late fee fine of two hundred dollars in addition to the cost of repair/replacement. This late fee incurred is in addition to the previously assessed fee.</li> </ul>

**Owner in Violation of Home Improvement Needs /Lacking of Approval Needed**

Definition: Owner is either in need of home repair or improvement to maintain the community design standards or the Owner has completed (or caused to be completed by a 3rd party) home repair or improvement without security of prior ACC approval and completed work cannot or does not meet the community design standards. *See Covenants for additional guidance.*

- Formal written communication by board to Owner advising of the issue and the corrective action that needs to be taken. Such corrective action shall be completed within 14 days.
  - ◆ Owner(s) should communicate with the board expected time for completion of work or the extenuating circumstances preventing the corrective action to be taken.
- If after 30 days the issue continues to exist, and the Owner has not resolved the issue or communicated with the board, the board will respond with a written notification that the Owner has incurred a fine of fifty dollars and corrective action must be taken immediately.
- If after 10 additional days without a response from the Owner, the board will respond with a written notification that the Owner has incurred a fine of one hundred dollars and corrective action must be taken immediately. This late fee incurred is in addition to the previously assessed fee.
- If after 10 additional days without a response from the Owner, the board will respond with a written notification that the Owner has incurred a fine of two hundred dollars and corrective action must be taken immediately. This late fee incurred is in addition to the previously assessed fee.
- Assessment of fines will reset on January 1 of each year. However, the progressive fine assessments will not be excused if not paid by the end of the prior calendar year.

**Owner in Violation of Landscaping/Other property needs**

Definition: Owner is either in need of landscaping improvements to maintain the community design standards or the Owner has completed (or caused to be completed by a 3rd party) improvements and the completed work cannot or does not meet the community design standards. *See Covenants for additional guidance.*

- Formal written communication by board to Owner advising of the issue and the corrective action that needs to be taken. Such corrective action shall be completed within 14 days.
  - ◆ Owner(s) should communicate with the board expected time for completion of work or the extenuating circumstances preventing the corrective action to be taken.
- If after 14 days the issue continues to exist, and the Owner has not resolved the issue or communicated with the board, the board will respond with a written notification that the Owner has incurred a fine of fifty dollars and corrective action must be taken immediately.
- If after 10 additional days without a response from the Owner, the board will respond with a written notification that the Owner has incurred a fine of one hundred dollars and corrective action must be taken immediately. This late fee incurred is in addition to the previously assessed fee.
- If after 10 additional days without a response from the Owner, the board will respond with a written notification that the Owner has incurred a fine of two hundred dollars and corrective action must be taken immediately. This late fee incurred is in addition to the previously assessed fee.
- Assessment of fines will reset on January 1 of each year. However, the progressive fine assessments will not be excused if not paid by the end of the prior calendar year.

**Owner in Violation of Parking Standards**

Definition: Owner/Resident or a guest of the Owner/Resident shall not park on the street overnight from

the hours of 12-6. See *Covenants for additional guidance.*

- In the event the Owner/Resident or their guest violate the HOA restriction of overnight street parking the following will be implemented:
- ◆ After observation of the vehicle in violation of the restriction, without communication to the board, the board will provide written communication to the Owner/Resident to serve as a reminder of the restrictions for parking and the parking allowances at the pond.
  - ◆ If the issue continues, with the same vehicle, and written communication has received no responses, the board has the authority to fine the Owner/Resident twenty-five dollars.
    - If the issue continues, with the same vehicle, and the above has received no responses, or failure to comply, the board has the authority to fine the Owner/Resident an additional twenty-five dollars.
      - And a continued twenty-five dollars for each additional occurrence with the same vehicle until the issue is resolved.
- In the event of total non-compliance the Association reserves the right for the removal of the vehicle from the premises.

Unofficial Copy



CERTIFICATION

"I, the undersigned, being the president of Arlington LV HOA, Inc. hereby certify that the Fourth Amended Bylaws of Arlington LV HOA Inc. above were lawfully adopted by required vote of the Membership of the Arlington LV HOA, Inc. Membership on February 12, 2024."

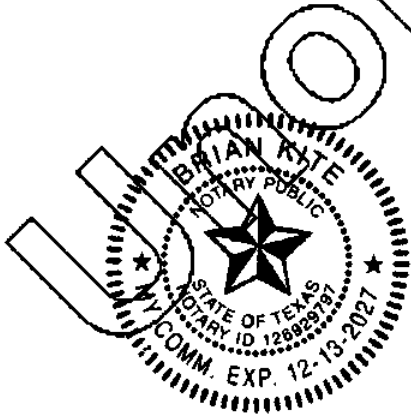
Arlington LV HOA, INC.

by: *Tom Alexander*

Tom Alexander, President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned affiant on this the 2<sup>nd</sup> day of March, 2024, to certify which witness my hand and seal of office.

*Brian Kite*  
Notary Public in and for the State of Texas



UNOFFICIAL COPY

CERTIFICATION

IN WITNESS WHEREOF, the Association has caused these Bylaws to be duly executed as provided in the certification set forth above, to be effective as of the 2<sup>nd</sup> day of March, 2024.

Arlington LV HOA, INC.

by: *Tom Alexander*

Tom Alexander, President

This instrument was acknowledged before me on the 2<sup>nd</sup> day of March, 2024 by Tom Alexander, President of Arlington LV HOA, INC., a Texas nonprofit corporation.

*Brian Kite*

Notary Public in and for the State of Texas



Unofficial Copy

CERTIFICATION

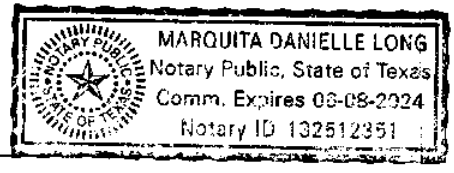
"I, the undersigned, being the vice-president of Arlington LV HOA, Inc. hereby certify that the Fourth Amended Bylaws of Arlington LV HOA Inc. above were lawfully adopted by the required vote of the Membership of the Arlington LV HOA, Inc. Membership on February 12, 2024."

Arlington LV HOA, INC.

by: Mark Yblood  
Mark Yblood, Vice-President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned affiant on this the 20<sup>th</sup> day of February, 2024, to certify which witness my hand and seal of office.

Marquita Danielle Long  
Notary Public in and for the State of Texas



Unofficial Copy

CERTIFICATION

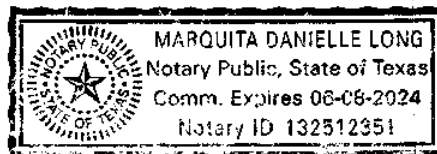
IN WITNESS WHEREOF, the Association has caused these Bylaws to be duly executed as provided in the certification set forth above, to be effective as of the 29 day of February, 2024.

Arlington LV HOA, INC.

by: Mark Yblood  
Mark Yblood, Vice-President

This instrument was acknowledged before me on the 29th day of February, 2024 by Mark Yblood, Vice-President of Arlington LV HOA, INC., a Texas nonprofit corporation.

Marquita Danielle Long  
Notary Public in and for the State of Texas



Unofficial Copy



FILED AND RECORDED  
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TARRANT COUNTY, TEXAS  
03/22/2024 11:48 AM

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BY LAW  
Pages: 20  
Fees: \$96.00

Mary Louise Nicholson  
MARY LOUISE NICHOLSON  
COUNTY CLERK