

Rancho Del Lago HOA

Special Meeting
Thursday, December 15, 2022
6:30 pm

Agenda

- 6:30 pm Call meeting to order / Certify Quorum
Approval of minutes of 2022 Special Meeting
Declaration Amendment
 Article II, Property Rights
 Article XI, Membership in the Association, Voting Rights & Registration
 Article XII, Covenants for Maintenance Assessments
 Article XVII, Amendment and Annexation
Bylaws Amendment
 Article 2, Board of Directors, Section 2.3.1
 Article 2, Board of Directors, Section 2.3.3
 Article 3, Officers, Section 3.1
Declaration and Bylaws Amendment Voting
Amendment Voting Results
7:30 pm Adjourn (no later than 7:30pm)

Immediately following the Special Meeting, the Board of Directors will hold a Called Meeting to elect Officers

MEETING TIPS & PROTOCOL

-- The Special Meeting is for the business of the HOA. As a consideration to the time of other attendees, topics or questions that are not in the scope of the HOA's responsibility will be respectfully set aside or redirected to the appropriate authority.

-- Tonight's attendees are your *friends and neighbors*. Please be courteous and respectful of others, even if their opinions differ from your own.

October 14, 2022

Dear Homeowner,

Your HOA board commissioned a legal review of our governing documents since the transition from Developer to Owner control last September. The attorney reviewed all documents and has made recommendations to change several sections. In accordance with our declaration and bylaws, any changes require the distribution of proposed changes with ample time for member review prior to any formal meeting when a vote can occur. Therefore, the enclosed package includes the recommended changes with references to the original sections in the bylaws and declaration, and a summary of the proposed changes and recommendations from the attorney.

The Board has called a virtual (Zoom) association meeting on November 8th at 6:00 pm to review the recommended changes, allow any members to ask questions of the attorney, and vote on the proposed changes.

Arianna Smith with Brousseau, Naftis, & Massingill is available to answer questions and can be reached at (214) 220-1220 or by email at, arianna@bnmdallas.com

Sincerely,

Mark Broderick
President

John Callahan
Vice President

Sharon Cobb
Secretary

September 12, 2022

Re: *Summary of Proposed Amendments to Bylaws and Declaration of the MPR Rancho Del Lago Homeowners' Association (the "HOA")*

As you know, the Rancho Del Lago Subdivision (the "Subdivision") is governed by certain covenants and restrictions set forth in the HOA's Bylaws and Declaration. The Subdivision is also subject to the control of the Subdivision's developer, the Quadruple Bogey Development, Inc. (the "Declarant"). The HOA is proposing a few amendments to these Bylaws and Declaration that require a vote from the members of the Subdivision (the "Members").

The proposed amendments to the Bylaws and the Declaration serve two purposes: (1) to permit only natural persons who are Members of the HOA or homeowners in the Subdivision to serve on the Board of Directors or as an officer of the HOA; and (2) to give the individual homeowners of the Subdivision an equal voice regarding decisions affecting the HOA and Subdivision. The proposed amendments will give more authority to the residents of the Subdivision, providing you with more control over the beautification and value of your property. The proposed amendments will remove some control from the Declarant; however, Declarant is no longer developing the Subdivision. Thus, the individual homeowners should have more control over decisions affecting the Subdivision and its residents.

The following is a summary of the proposed changes to the HOA's Bylaws and Declaration:

1. Bylaws

A. Article 2, Board of Directors, Section 2.3.1:

Currently, this section would allow a natural person or legal entity to serve as a director of the HOA, provide that the person or entity is a Member of the HOA, spouse of the Member, or resident of the Subdivision. This proposed amendment expressly provides that a director must be a natural person and cannot be an entity. This will prevent an entity from serving as a director of the HOA and appointing any employee or officer of that entity—someone who may not be a homeowner in the Subdivision or who has no interest in improving the Subdivision—as a director. This proposed amendment also removes the restriction on directors being related within the third degree by consanguinity or affinity following the expiration of the Declarant Control Period because the main goal is to ensure all directors are either HOA Members or homeowners.

B. Article 2, Board of Directors, Section 2.3.3:

Currently, this section allows an entity, who is appointed as a director, to permit any office, partner, agent, or employee of that entity to serve as the director. This proposed amendment removes this section entirely because entities will no longer be permitted to serve as a director of the HOA. This will prevent the situation in which an entity appoints an employee or other agent of that entity, who may not have any interest in the Subdivision, to serve as a director with authority to make decisions on behalf of the HOA and Subdivision.

C. Article 3, Officers, Section 3.1:

Currently, this section provides that certain principal officers of the HOA, such as the vice-president and the treasurer, do not need to be a director nor a Member of the HOA. This proposed amendment changes this provision to provide that an officer *must* be a Member of the HOA or a director, provided that such Member or director is a natural person and not an entity. This proposed amendment will ensure that only natural persons who are residents of the Subdivision—and not any person or entity who may not have an interest in improving the Subdivision—may serve as an officer.

2. Declaration

A. Article II, Property Rights:

Under the Declaration, there are two “classes” of membership: Class A membership and Class B membership. Class A membership consists of all Owners and Builder Members of the Subdivision and Class B membership consists of the Declarant. The proposed amendment to the Declaration removes the class B membership entirely. Article II references both Class A and Class B memberships. Thus, because the proposed amendment to Article XI of the Declaration eliminates the Class B membership, the proposed amendment to this Article merely removes any reference to Class B membership.

B. Article XI, Membership in the Association, Voting Rights and Registration:

Currently, the HOA has two “classes” of memberships as described above for purposes of voting in all matters requiring the vote of the Members of the HOA. Class A members have one vote for each lot in the Subdivision owned by the member, and Class B members—the Declarant—has three votes. The proposed amendment changes this Article to provide that all Members have one vote per lot, regardless of whether the Member is an individual owner, entity, or the Declarant. This proposed amendment merely equalizes the playing field for homeowners, removing the Declarant’s opportunity to have a greater influence on decisions affecting the Subdivision.

C. Article XII, Covenants for Maintenance Assessments:

Article XII references both Class A and Class B memberships. Thus, because the proposed amendment to Article XI of the Declaration eliminates the Class B membership, the proposed amendment to this Article merely removes any reference to Class B membership.

Additionally, under Article XII, a charge may be levied against *individual* Owners for violating a covenant or restriction contained in the Declaration. Thus, under the current Declaration, if an entity, such as the Declarant, owns property in the Subdivision, such entity is *not* subject to a charge in the event it violates a covenant or restriction contained in the Declaration. The proposed amendment to this Article removes the specification that only individual Owners are subject to this fine, making *all* property owners in the Subdivision subject to a fine if such owner violates the Declaration.

D. Article XVII, Amendment and Annexation:

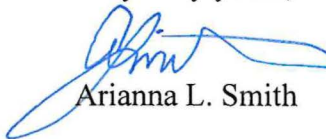
Currently, this Article authorizes the Declarant to amend the Declaration, or any other restrictive covenant governing the Subdivision, for any reason and without any vote from the Members of the HOA or Subdivision during the Development Period, which expires in 2032. This proposed amendment eliminates the Declarant's ability to amend the covenants without a majority vote from the Owners of the Subdivision. Thus, this proposed change will give more authority to the residents of the Subdivision regarding decisions affecting the property.

Additionally, the Declaration currently allows the Declarant to annex additional land to make such land subject to the restrictive covenants contained in the Declaration during the Development Period, which expires in 2032. The proposed amendment conditions such annexation to land that is contiguous with the Subdivision.

Any other proposed changes to the Bylaws and Declaration are intended to clean up the language of these covenants or restrictions and are not substantive changes.

The HOA Board is planning on holding a virtual meeting for any residents to ask questions about these proposed changes to the Bylaws and the Declaration. You can also contact me at (214) 295-3934 with any questions.

Very truly yours,



Arianna L. Smith

AFTER RECORDING RETURN TO:
BROUSEEAU NAFTIS & MASSINGILL, P.C.
300 Knox Place
4645 N. Central Expressway
Dallas, Texas 75205

**SECOND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MPR
RANCHO DEL LAGO HOMEOWNERS' ASSOCIATION, a Texas nonprofit property
owners' association, and of RANCHO DEL LAGO SUBDIVISION, a subdivision in the
City of Morgan's Point Resort, Bell County, Texas**

STATE OF TEXAS §
 §
COUNTY OF BELL §

WHEREAS, The MPR Rancho Del Lago Homeowners' Association (the "Association") is a Texas nonprofit property owners' association that operates pursuant to the certain Declaration of Covenants, Conditions and Restrictions of MPR Rancho del Lago Homeowners' Association duly recorded as Document Number 00027123, Official Public Records of Real Property of Bell County, Texas (the "Declaration"), covering:

Lots One through Fifteen (1-15), inclusive Block Two (2);
Lots One through Seven (1-7), inclusive Block Three (3);
Lots One through Seven (1-7), inclusive Block Four (4);
Lots One through Seven (1-7), inclusive Block Five (5);
Lots One through Eighteen (1-18), inclusive Block Six (6);
Lots One through Eight (1-8), inclusive Block Seven (7); and
Tract A and Tract B

All in the Final Plat of Rancho Del Lago, Filed in Plat Year 2016, Plat# 39, Plat Records of Bell County, Texas (collectively, the "Property" or the "Subdivision")

WHEREAS pursuant to Article XVII *Amendment and Annexation* in the Declaration, the Declaration may be amended by written instrument approved by the affirmative vote of the Majority of Owners in the Association. Further, and more specifically, the Declaration defines a "Majority of Owners" as a number of votes greater than one/half (1/2) of all votes held by all the Owners or Members.

WHEREAS there are the requisite number of votes from the Members to amend the Declaration as certified by the President of the Association contained herein.

NOW THEREFORE, this Second Amendment of Declaration of Covenants, Conditions and Restrictions of MPR Rancho del Lago Homeowners' Association amends and supplements the Declaration as follows:

1. Article III Property Rights is deleted, in its entirety, and replaced with the following language:

**“ARTICLE III
PROPERTY RIGHTS**

Every Owner, guest, invitee, and tenant will have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed or situated upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities;

2. The right of the Association to suspend an Owner's right to use any facility for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for infractions by an Owner of the Restrictions, the Restrictive Covenants, and/or the Association's Rules and Regulations for the duration of the infraction;

3. The right of the Association to grant easements in and to the Common Areas to any public agency, authority or utility for such purposes as benefits the Properties and Owners, or to grant an easement in and to the Common Area for the purpose of extending the Access Easement and the Access Easement Area to provide an easement of ingress, egress and regress to adjoining lands as provided in this Declaration;

4. The right of the Association to borrow money for the purpose of improving the Common Area, for acquiring additional Common Area, or for constructing, repairing, or improving any facilities located or to be located on the Common Area, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided a Majority of each Class of Members present or represented by proxy at a meeting called for such purpose will approve; provided however, the lien and encumbrance of any such mortgage given by the Association will be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or Owner, or the holder of any mortgage irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Subdivision;

5. The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer will be effective unless an instrument agreeing to such dedication or transfer has been approved by a Majority of the Members;

6. The right of the Association to convey small portions of the Common Area to adjacent Owners when, in the sole opinion of the Board, the portion of the Common Area to be conveyed is so small in size, amount and value that it will have no material consequence to or impact upon the Association or the Subdivision or negatively affect the overall usage of the

Common Area by the Owners as a result of such conveyance. In such an event, the Board may authorize such conveyance without the joinder of any other Owner; and

7. The right of the Association to prescribe Rules and Regulations as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the Rules and Regulations may change from time to time. The Board has the authority to enforce the Rules and Regulations by all appropriate means, including but not limited to the imposition of fines, if notice and an opportunity to be heard are given, and a Member found to have violated the Rules and Regulations will be liable to the Association for all damages and costs, including reasonable attorney's fees.”

2. Article XI Membership in the Association, Voting Rights and Registration is deleted, in its entirety, and replaced with the following language:

**“ARTICLE XI
MEMBERSHIP IN THE ASSOCIATION,
VOTING RIGHTS AND REGISTRATION**

Every person or entity who is a record Owner of a free or undivided interest in any Lot that is subject to the jurisdiction of and to assessment by the Association will be a Member of the Association.

1. Number of Votes. Each Member of the Association will be entitled to 1 vote for each Lot owned. No more than 1 vote may be cast per Lot, regardless of whether more than 1 Member holds an interest in a Lot.

2. Eligibility. Each Member of the Association is eligible to vote in all matters open to and requiring the vote of the membership of the Association. Each Member of the Association is eligible to serve as a representative, director, or officer, except as provided under the provisions of Texas Property Code, as amended, and specifically Section 209.00591, Texas Property Code, and except as provided under the Bylaws of the Association, as amended.

3. Voting Requirements. For any vote by the Members to alter or amend this Declaration, a Majority of the votes of the Members (subject to the limitations of Section 1 of this Article) who are present in person or by proxy at any meeting must approve such amendment or alteration, provided that a Majority of the Members are present in person or by proxy at such meeting.

4. Registration with the Association. In order that the Declarant and the Association can properly acquaint every Owner and Member with the Governing Documents and the day-to-day matters within the Association's jurisdiction, each Owner and Member will have an affirmative duty and obligation to provide, and subsequently revise and update, within 15 days after a material change has occurred, various items of information to the Association such as:

(a) The full name, mailing address, telephone number, facsimile number, and email address of each Owner and Member;

(b) The business address, telephone number, facsimile number, and email address of each Owner and Member;

(c) The name, address, and telephone number of other local individuals who can be contacted (in the event the Owner or Member cannot be located) in case of an emergency; and

(d) Such other information as may be reasonably requested from time to time by the Association.

In the event any Owner or Member fails, neglects, or refuses to so provide, revise, and update such information, the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information, and the non-cooperating Owner and Member will become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.”

3. Article XII Covenants for Maintenance Assessments is deleted, in its entirety, and replaced with the following language:

**“ARTICLE XII
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Declarant, for each Lot owned by it within the Properties, covenants, and each Builder Member and every Owner, by acceptance of a deed, whether or not it is so expressed in the deed or other conveyance, will be deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges;
2. Membership Assessments;
3. Special assessments, to be fixed, established, and collected from time to time as provided below;
4. Member Charges levied against Owners to reimburse the Association for extra or unusual costs incurred by the Association for curing the Owner's violation of a covenant or restriction contained in this Declaration; and
5. Fines and Late Fees levied against Owners. The Charges, together with interest, reasonable attorney's fees, and costs of collection, as provided in this Declaration, will be a charge on the land and will be a continuing lien upon the Lot against which the Charges are made. Each Charge, together with interest, reasonable attorney's fees, and cost of collection as provided in this Declaration, also will be the personal obligation of the Owner of the Lot at the time the obligation accrued.

The Charges levied by the Association will be used for the purpose of promoting the recreation, health, safety, and welfare of the Members, and in particular, for the improvement, maintenance, and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas by the Members.

Regardless of any language to the contrary, the Charges will not apply to Declarant, as owner of or holder of title of any Lot, unless Declarant occupies a Residence constructed upon its Lot, or uses the Lot or Residence for its own personal use. Annual Assessments, Membership Assessments, and Special Assessments (defined below) will not apply to Builder Members in the business of purchasing Lots for construction of improvements and subsequent resale to a third party, unless the Builder Member occupies the Residence constructed on its Lot, or uses the Lot or Residence for its own personal use. CAROTHERS EXECUTIVE HOMES, LTD, a Texas limited partnership, as a Builder Member may maintain a model home, which does not qualify as occupying a Residence or using for own personal use.

(1) Annual Assessments. The annual assessments ("Annual Assessments") for the Members will be determined by the Board of Directors in the manner provided below after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The maximum Annual Assessment may be adjusted by a majority vote of the Board of Directors, without membership vote, but will not increase to more than the greater of:

(i) 110% above the prior year's Annual Assessment, or

(ii) the result of multiplying the prior year's Annual Assessment by a fraction, the numerator of which is the latest Consumer Price Index published on or before the 60th day prior to the date the Board sets the new maximum Annual Assessment rate and the denominator of which is the Consumer Price Index published on the year prior to the one used in the numerator. Consumer Price Index is the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers. In the event the compilation or publication of the Consumer Price Index is substantially revised, transferred to any other governmental department or bureau or agency or is discontinued, then the index (or a substitute procedure which reasonably reflects and monitors fluctuations in consumer prices most nearly the same as the Consumer Price Index) will be used to make the calculations.

The Association may increase the maximum Annual Assessment rate by more than the amount specified in the preceding sentence only upon receipt of a Majority of the votes of the Members who own Lots who are present in person or represented by proxy at a meeting called for vote on the proposed increase, provided a Majority of the Owners are present in person or by proxy at such meeting.

The Annual Assessment will be established by Declarant. The initial Annual Assessment for each Lot will be \$1,000.00. The Annual Assessment, or a pro rata portion of the initial Annual Assessment based upon the date of closing of the Lot, will be due and payable from the new owner at the closing of the initial sale of the Lot by Declarant to a third party.

(2) Membership Assessment. In addition to the Annual Assessments provided for above, the Association may levy a membership Assessment ("Membership Assessment") on a Member at any time a Lot is sold by the Owner, including Declarant, to a third party. The Membership Assessment will be established by the Board. The Membership Assessment will be collected from the purchaser of the Lot at closing.

(3) Special Assessments. In addition to the Annual Assessment, the Association may levy a special assessment ("Special Assessment") on a Member as follows:

(i) For the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on or which is a part of the Common Area, in an amount determined by the Board;

(ii) Respond to the unusual emergency needs of the Association as may be expected to appear from time to time, in an amount determined by the Board, or

(iii) For such other lawful purpose related to the use of the Properties as the Board or the Owners may determine, provided that this assessment will have the approval of a Majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, provided a Majority of the Owners are present in person or by proxy at such meeting. Written notice of the date, time and purpose of the meeting will be sent to all Owners as allowed by the Bylaws of the Association.

(4) Member Charge. In addition to the Annual Assessment and Special Assessment described above, the Association, by vote of the Board, may impose a charge ("Member Charge") upon any Owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association with regard to the maintenance, repair, or replacement of improvements on any particular Lot when the Board has determined the maintenance, repair, or replacement of improvements associated with the Lot has been neglected to the point where conditions existing on the Lot are not in conformance with the maintenance obligations set forth in this Declaration, or an owner places anything in the Common Area. The Owner of the Lot will be notified in writing of the Board's determination and the specific deficiencies found to exist. The Owner will be afforded a reasonable period of time to respond to the Board's notice and to correct the deficiencies. The Owner will be assessed the cost necessary to reimburse the Association for any and all costs to secure compliance, including attorney's fees.

(5) Fines and Late Fees. In addition to the Annual Assessment, Special Assessment, and Member Charge described above, the Association, by vote of the Board, may impose fines and late fees (sometimes referred to as "Fine and Late Fee" or "Fine or Late Fee") upon any Owner for non-compliance or violations of the covenants of the Declaration or for late or nonpayment of any Annual Assessment, Special Assessment, or Member Charge. The Owner of the Lot will be notified in writing of the Fine or Late Fee assessed to the Owner and the cause of such Fine or Late Fee. The Owner will be afforded a reasonable period of time and notice to pay the applicable delinquent Annual Assessment, Special Assessment, or Member Charge, prior to the assessment of any Fine or Late Fee. The Owner will be assessed the cost necessary to reimburse the Association for any and all costs to secure compliance, including attorney's fees.

(6) Due Dates, Budget, and Late Charges. The Annual Assessments will be due and payable and collected as the Board of Directors determines. The amount of the Annual Assessment will be an amount that bears the same relationship to the Annual Assessment provided for above as the remaining number of months in that calendar year bear to twelve. The Board will use reasonable efforts to provide each Owner with an invoice statement as of the appropriate amount due, but any failure to provide a notice will not relieve any Owner of the obligation.

The due date of any Special Assessment will be as set out above or as fixed in the resolution authorizing such assessment.

The Member Charge and Fine and Late Fee are due and payable within 30 days after the Owner was served with notice by the Association of the amount of the Member Charge or Fine or Late Fee.

Each year, the Board of Directors will adopt an annual budget and set the amount of the Annual Assessment, taking into consideration the Association's operating cost for the then current year, expected increases or decreases in the costs over the next year, and future needs of the Association. The annual budget will be adopted by the Board at least 30 days prior to the commencement of each calendar year.

Any assessment, Member Charge, or Fine or Late Fee not paid within 30 days after the due date will bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law. If the Board refuses or fails to determine a rate of interest, the rate of interest will be the lesser of (i) 18% per annum, or (ii) the maximum rate allowed by law.

(7) Remedies and Lien for Annual Assessment, Special Assessment, Member Charge, and Fine and Late Fee. Each Owner, by his acceptance of a deed to a Lot, expressly vests in the Association, or its agents, the right and power to bring all actions against the delinquent Owner personally for the collection of the Charge as a debt and to enforce the lien by all methods available for the enforcement of liens, including judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with the lien. The President of the Board of Directors will have the right to appoint an agent and trustee, to mail and file the notices required by Texas Property Code, to file suit, to conduct the sale, and to otherwise comply with the statutes of the Texas Property Code, and specifically Section 209, Texas Property Code. The lien provided for in Section 209, Texas Property Code, will be in favor of the Association and will be for the benefit of all other Owners. No Owner may waive or otherwise escape liability for the Charges for nonuse of the Common Area or abandonment of his Lot.

In addition to the foregoing charges for delinquent accounts, each Owner will be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees, as and when allowed by law, and such reasonable late charges and collection charges as the Board of Directors may establish, all of which will also be subject to the liens of the Association.

In the event of a delinquent account, the Association will provide all notices to the delinquent Owner as required by Texas Property Code, Section 209, or other Applicable Law, and will apply all payments received to the Owner's debt in accordance with Section 209.0063, Texas Property Code.

Notice of the lien may be given, but is not required, by the recordation in the Official Public Records of Real Property of Bell County, Texas, of an affidavit of delinquent payment and notice of assessment lien, duly executed by an officer, managing agent, attorney, or officer of the Association, setting forth the amount owed, the name of the last known Lot Owner or Owners of record, and the legal description of the Lot.

At any foreclosure, the Association will be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any foreclosure, the occupants of the Lot will be required to pay a reasonable rent for the use of the Lot and its improvements. Their occupancy of the Lot will constitute a tenancy-at-sufferance, and the purchaser at the foreclosure sale will be entitled to appoint a receiver to collect rents and, further, will be entitled to sue for recovery of possession of such Lot by forcible detainer or by Writ of Possession.

The lien of the Charges will be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to the Charges, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. The sale or transfer will not relieve the Lot from liability for any Charges thereafter becoming due nor from the lien of any subsequent Charge.

4. Article XVII Amendment and Annexation is deleted, in its entirety, and replaced with the following language:

**“ARTICLE XVII
AMENDMENT AND ANNEXATION**

This Declaration will remain in force and effect for a period of 20 years after this Declaration is recorded, and each 10th anniversary thereafter, this Declaration will be renewed and continued for a period of 10 years unless amended as provided in this Declaration. This Declaration may only be amended by written instrument approved by the affirmative vote of the Majority of Owners in the Association as provided in Article XI, Voting Requirements, herein. The amendment will be effective when it is certified by the President of the Association as to the requisite number of votes and recorded in the Official Public Records of Real Property of Bell County, Texas. Any amendment so certified and recorded will be conclusively presumed to have been duly adopted.

After the termination of the Development Period, Declarant will have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the

terms of this Declaration, or for the purpose of making such additions or amendments to this Declaration as may be required by FHA, HUD, VA, or other governmental authority to qualify the Properties for mortgage guaranties issued by FHA or VA.

During the Development Period, Declarant will have the right, privilege, and option to annex additional land, so long as such land is contiguous with the Property, to make it subject to this Declaration by filing in the Official Public Records of Real Property of Bell County, Texas, an amendment annexing additional property. Additional property may also be annexed and made subject to this Declaration by written instrument approved by the affirmative vote of a Majority of Members of the Association and filed of record in the Official Public Records of Real Property of Bell County, Texas.”

AFTER RECORDING RETURN TO:
BROUSEEAU NAFTAIS & MASSINGILL, P.C.
300 Knox Place
4645 N. Central Expressway
Dallas, Texas 75205

**FIRST AMENDMENT OF
BYLAWS OF MPR RANCHO DEL LAGO HOMEOWNERS' ASSOCIATION,
a Texas nonprofit property owners' association**

STATE OF TEXAS §
 §
COUNTY OF BELL §

WHEREAS the MPR Rancho Del Lago Homeowners' Association (the "Association") is a Texas nonprofit property owners' association that operates pursuant to the certain Bylaws of MPR Rancho Del Lago Homeowners' Association duly recorded as Document Number 00027122, Official Public Records of Real Property of Bell County, Texas (the "Bylaws"), covering:

Lots One through Fifteen (1-15), inclusive Block Two (2);
Lots One through Seven (1-7), inclusive Block Three (3);
Lots One through Seven (1-7), inclusive Block Four (4);
Lots One through Seven (1-7), inclusive Block Five (5);
Lots One through Eighteen (1-18), inclusive Block Six (6);
Lots One through Eight (1-8), inclusive Block Seven (7); and
Tract A and Tract B

All in the Final Plat of Rancho Del Lago, Filed in Plat Year 2016, Plat# 39, Plat Records of Bell County, Texas (collectively, the "Property" or the "Subdivision")

WHEREAS pursuant to Article 13.1.3, the Association may amend the Bylaws provided that the amendments are approved by the Members of the Association. Further, an amendment of the Bylaws must be approved by a vote of more than half of all votes of all Members under Article 13.2.2.

WHEREAS there are the requisite number of votes from the Members to amend the Bylaws as certified by the President of the Association contained herein.

NOW THEREFORE, this First Amendment of Bylaws of MPR Rancho Del Lago Homeowners' Association (the "First Amendment") amends and supplements the Bylaws as follows:

1. Article 2, Board of Directors, Section 2.3.1 is deleted, in its entirety, and replaced with the following language:

“2.3.1. Owners. All directors must be Members of the Association, spouses of Members, or residents of the Property, provided that such Member of the Association, spouse of Member, or resident of the Property must be a natural person and cannot be an entity.”

2. Article 2, Board of Directors, Section 2.3.3 is deleted, in its entirety.

3. Article 3, Officers, Section 3.1 is deleted in its entirety, and replaced with the following language:

“3.1. DESIGNATION. The principal officers of the Association are the president, the vice-president, the secretary, and the treasurer. The Board may appoint one or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers must be a Member or a director, provided that such Member or director must be a natural person and cannot be an entity. Any two offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director or a committee to perform the duties of that officer and to act in place of that officer, on an interim basis.”

Rancho Del Lago HOA

Special Called Meeting
Thursday, December 15, 2022

Meeting Proxy

I/We _____,
being the owner(s) of _____
(address), do hereby authorize and appoint _____ to be
my/our proxy to represent me/us on the issues to be discussed at the Special Called
homeowners' meeting of MPR RANCHO DEL LAGO HOMEOWNERS ASSOCIATION
INC; to be held on Thursday, December 15, 2022 at 6:30 pm at the Zoom Webinar or
Community Basketball Court, , ; and to vote on my/our behalf on the issues submitted to
vote at this meeting, or in the event a quorum shall fail to attend, at such time and place as
the adjourned meeting shall be resumed. This proxy shall remain in full force and effect until
such time as the meeting is held with quorum and then adjourned. **If proxy assignment is
left blank, signed proxy is deemed to be assigned to the Board President.**

Signature of Owner

Date

Please sign and return this meeting proxy at your earliest convenience to Rancho Del Lago HOA, c/o Colby
Property Management, 205 Paloma Dr, Temple, TX 76502. You may also send it by email to
Manager@ColbyHOA.com, or give your signed proxy to another resident to present at the meeting.