

EXHIBIT A
CERTIFICATE OF FORMATION

[See attached]

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
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Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Fleming Pointe Homeowners Association, Inc.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Dustin Austin

C. The business address of the registered agent and the registered office address is:

Street Address:

700 W. Harwood Rd. Hurst TX 76054-76054

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Mey-Ling Pauri**

Title: **Director**

Address: **700 W. Harwood Rd. Hurst TX, USA 76054-76054**

Director 2: **John Pitstick**

Title: **Director**

Address: **700 W. Harwood Rd. Hurst TX, USA 76054-76054**

Director 3: **Jeffrey David**

Title: **Director**

Address: **700 W. Harwood Rd. Hurst TX, USA 76054-76054**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members, and is organized for nonprofit purposes. The purposes for which the Association is formed are: (a) to be and constitute the

Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified herein, in the Bylaws, and as provided by law; and (b) to provide an entity for the furtherance of the interests of the owners of property subject to the Declaration.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

700 W. Harwood Rd.

Hurst, TX 76054

USA

Organizer

The name and address of the organizer are set forth below.

Staci Pinar 700 W. Harwood Rd. Hurst TX 76054

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Staci Pinar

Signature of organizer.

FILING OFFICE COPY

EXHIBIT B

BYLAWS

[See attached]

**BYLAWS
OF
FLEMING POINTE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
INTRODUCTION**

The name of the corporation is Fleming Pointe Homeowners Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall initially be located in Tarrant County, Texas, and thereafter in such other county as may be designated by the Association but meetings of Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are or may be modified by the Declarant's reservations in that certain Declaration of Covenants, Restrictions and Easements for Fleming Pointe recorded or to be recorded in in the Official Public Records of Tarrant County, Texas, including the number, qualification, appointment, removal, and replacement of Directors. To the extent of any conflict between these Bylaws and the Declaration, the Declaration shall control.

**ARTICLE II
DEFINITIONS**

Capitalized terms contained in these Bylaws that are not defined herein shall have the meaning given to such terms in the Declaration. Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.2. Association. "Association" shall mean and refer to Fleming Pointe Homeowners Association, Inc., a Texas non profit corporation.

Section 2.3. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.4. Association Restrictions. "Association Restrictions" shall mean the Declaration, as the same may be amended from time to time, together with the Certificate, Bylaws, and any Association Rules from time to time in effect.

Section 2.5. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.6. Board. "Board" shall mean the Board of Directors of the Association.

Section 2.7. Bylaws. "Bylaws" shall mean these Bylaws of the Association which may be adopted by the Board and as the same may be amended from time to time.

Section 2.8. Certificate. "Certificate" shall mean the Certificate of Formation of Fleming Pointe Homeowners Association, Inc., a Texas non-profit corporation, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.9. Declarant. "Declarant" shall mean Beaten Path Development II-Lakeside, LLC, a Texas limited liability company, and its duly authorized representatives or their successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.10. Declaration. "Declaration" shall mean the "Declaration of Covenants, Restrictions and Easements for Fleming Pointe", recorded or to be recorded in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time.

Section 2.11. Development. "Development" shall mean and refer to the property subject to the terms and provisions of the Declaration.

Section 2.12. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Members shall be held on such date as selected by the Board of Directors which is on or before the date on which the Development Period expires pursuant to the terms of the Declaration, and each subsequent regular annual meeting of the Members shall be held on a date selected by the Board of Directors. If the day for the annual meeting of the Members is a Saturday, Sunday, or legal

holiday, the meeting will be held on the first day following which is not a Saturday, Sunday, or legal holiday.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority vote of the Board of Directors, or upon written request of the Members representing at least ten percent (10%) of the votes of all Members of the Association.

Section 3.3. Place of Meetings. Meetings of the Association may be held at the Development or at a suitable place convenient to the Members, as determined by the Board.

Section 3.4. Notice of Meetings. At the direction of the Board, written notice of meetings of the Association will be given to Members at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

Section 3.5. Voting Member List. The Board will prepare and make available a list of the Association's voting Members in accordance with the Texas Business Organization Code and any other applicable legal requirements.

Section 3.6. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.7. Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by the Member or his/her attorney-in-fact; (ii) identify the Lots or portion of the Property to which the votes of the Member are appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

Section 3.8. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. Votes should be tallied by tellers appointed by the person presiding over the meeting.

Section 3.9. Order of Business. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

Section 3.10. Adjournment of Meeting. At any meeting of the Association, the presence of any Members collectively representing a majority of the Members, either in person or by proxy, may adjourn the meeting to another time and place.

Section 3.11. Action without Meeting. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by the Texas Business Organization Code, which may include hand delivery, United States Mail, facsimile, e-mail, or any combination of these. Written consents by Members representing collectively at least a majority of votes of Members in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors.

Section 3.12. Telephone Meetings. Members may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified. Except as provided otherwise in Section 209.00591(c) of the Texas Property Code, Declarant shall appoint all directors to the Board during the Development Period. If during the Development Period, the provisions of Section 209.00591(c) of the Texas Property Code require that at least one-third of the Board of Directors be elected by Members other than Declarant, the required one-third shall be elected by a vote of the Members of the Association and the remainder shall be appointed by Declarant.

(b) Each Director, other than Directors appointed by Declarant, shall be a Member and Owner, or in the case of corporate or partnership ownership of any Lot, a duly authorized agent or representative of the corporate or partnership Owner.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Removal of Directors for Cause. If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Certificate, the Association Rules or these Bylaws, such Director may be removed by Declarant unless Declarant no longer has the right to appoint and remove Directors in accordance with Section 4.1 of these Bylaws, and then by a majority vote of the remaining Directors after Declarant's right to appoint and remove Directors has expired. No Director shall have any voting rights nor may such Director participate in any meeting of the Board of Directors at any time that such Director is delinquent in the payment of any Assessments or other charges owed to the Association. Any Director that is ninety (90) days delinquent in the payment of Assessments or other charges more than three (3) consecutive times shall be removed as a Director. Directors that interfere with the Board's ability to conduct Association business, becomes contentious or disruptive may be removed by a majority vote of the remaining Directors.

Section 4.5. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

Section 4.6. Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at such special meeting.

Section 4.7. Consent in Writing. Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.4. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the

express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.6. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member and right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Association Restrictions, including, without limitation, those set forth in Article 4 of the Declaration;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Declaration, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) 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;

(h) 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 and to levy a reasonable

charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

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

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

(k) exercise such other and further powers or duties as provided in the Declaration or by law.

Section 6.2. Duties. It shall be the duty of the Board 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 Members who are entitled to cast collectively fifty-one percent (51%) of all outstanding votes;

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

(c) perform all duties of the Association or the Board set forth in the Declaration, including, without limitation under Article 4 thereof.

**ARTICLE VII
OFFICERS AND THEIR DUTIES**

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. Any two or more offices may be held by the same person except that the same person may not hold the offices of President and Secretary.

Section 7.8. Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, if applicable.

(b) **Vice President.** The Vice President or Vice Presidents (including, without limitation, Executive Vice Presidents and Senior Vice Presidents), if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board. In the event of absence of the President the Vice President shall preside at all meetings of the Board; shall see that Resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes, if applicable.

(c) **Secretary.** The Secretary shall 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 of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **Assistant Secretaries.** Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

ARTICLE VIII OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing

any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE IX 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 Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

ARTICLE XI CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XII DECLARANT PROVISIONS

Section 12.1. Conflict. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

Section 12.2. Board of Directors. As provided in the Declaration, Declarant is entitled to appoint and remove the members of the Board of Directors until expiration of the Development Period (as defined in the Declaration). Until Declarant's right to appoint the members of the Board of Directors terminates, the Directors appointed by Declarant need not be Owners or residents and may not be removed by the Owners. In addition, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

ARTICLE XIII AMENDMENTS

Section 13.1. These Bylaws may be amended, (i) on or before the date on which the Development Period expires, by a majority vote or written consent of a majority of the Directors on the Board of Directors of the Association, and approval of Declarant, and thereafter (ii) at a regular or special meeting of the Directors, by a majority vote of the Directors taken at a meeting of the Directors at which quorum is present or majority written consent of all Directors.

Section 13.2. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

THE ASSOCIATION SHALL INDEMNIFY EVERY DIRECTOR AND OFFICER OF THE ASSOCIATION AGAINST, AND REIMBURSE AND ADVANCE TO EVERY DIRECTOR AND OFFICER FOR, ALL LIABILITIES, COSTS AND EXPENSES' INCURRED IN CONNECTION WITH SUCH DIRECTORSHIP OR OFFICE AND ANY ACTIONS TAKEN OR OMITTED IN SUCH CAPACITY TO THE GREATEST EXTENT PERMITTED UNDER THE TEXAS BUSINESS ORGANIZATION CODE AND ALL OTHER APPLICABLE LAWS AT THE TIME OF SUCH INDEMNIFICATION, REIMBURSEMENT OR ADVANCE PAYMENT; PROVIDED, HOWEVER, NO DIRECTOR OR OFFICER SHALL BE INDEMNIFIED FOR: (A) A BREACH OF DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS; (B) AN ACT OR OMISSION NOT IN GOOD FAITH OR THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW; (C) A TRANSACTION FROM WHICH SUCH DIRECTOR OR OFFICER RECEIVED AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF DIRECTORSHIP OR OFFICE; OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF SUCH DIRECTOR OR OFFICER IS EXPRESSLY PROVIDED FOR BY STATUTE.

**ARTICLE XV
MISCELLANEOUS**

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.

[signature page to follow]

I, the undersigned, being the Secretary of FLEMING POINTE HOMEOWNERS ASSOCIATION, INC., do hereby certify that the foregoing are the Bylaws of said non-profit corporation, as adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of April 25, 2022.



Mey-Ling Pauri, Secretary

EXHIBIT C

DOCUMENTS PRODUCTION AND COPYING POLICY

[See attached]

Fleming Pointe Homeowners Association, Inc.

Dedictory Instruments

Policy for Records Production and Copying

WHEREAS, the Members of the Fleming Pointe Homeowners Association, Inc. (the "**Association**") are subject to the Declaration of Covenants, Restrictions and Easements for Fleming Pointe, recorded or to be recorded in the Real Property Records, Tarrant County, Texas (the "**Declaration**"). **The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and**

WHEREAS, the Association's Board of Directors (the "**Board**") wishes to adopt these reasonable guidelines to be in compliance with Sections 209.055 and 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached Policy for Records Production and Copying has been established by the Board and is to be recorded with the Real Property Records of Tarrant County, Texas.

Fleming Pointe Homeowners Association, Inc.

Policy for Records Production and Copying

Fleming Pointe Homeowners Association, Inc. (the "**Association**") has adopted the following policy for records production and copying (the "**Policy**"). Any capitalized undefined terms used herein shall have the meaning ascribed to such terms in the Declaration of Covenants, Restrictions and Easements for Fleming Pointe, recorded or to be recorded in the Real Property Records, Tarrant County, Texas (the "**Declaration**").

1. Books and Records Subject to Production

Subject to the terms of this Policy and Section 209.005 of the Texas Property Code (and any amendment thereto), the Association will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a Member of the Association or a person designated in a written instrument signed by the Member as the Member's agent, attorney, or certified public account, in accordance with Section 209.005 of the Code (hereinafter referred to as the "**Requesting Party**"). A Requesting Party is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005(d) of the Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a Requesting Party or subject to production in a legal proceeding. In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member, a Member's personal financial information, including records of payment or nonpayment of amounts due to the Association, a Member's contact information, other than his or her address, attorney files and records in the possession of the attorney, attorney-client privileged information in the possession of the Association, or information related to an employee of the Association, including personnel files.

2. Procedures for Requesting Inspection and/or Copying of Association's Records

A. Request for Information:

To inspect or obtain copies of the Association's records, a Requesting Party must submit a written request for information by certified mail to the Association at its or its designated representative's mailing address as reflected on the most current recorded management certificate for the Association.

The written request for information must describe with sufficient detail the Association's books and records being required and contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party without any advance inspection.

B. Inspection of Association's Books and Records:

If an advance inspection of the Association's books and records is requested, within ten (10) business days from the date the Association receives the written request for information, the Association will send to the Requesting Party a written notice specifying the location and alternative dates that such person may inspect during normal business hours the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. The inspection of the requested books and records shall take place at a mutually agreed upon time during normal business hours.

The alternative inspection dates proposed by the Association will be within ten (10) business days from its receipt of the request for information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within ten (10) business days from receipt of the request for information. In such event, the Association's written notice to the Requesting party will state that the Association is unable to produce the information within ten (10) business days from the date it received the request for information and it will specify alternative inspection dates that will occur no later than fifteen (15) business days after the date of the Association's written notice to the Requesting Party.

If the Requesting Party wants to obtain copies of any of the books and records produced for inspection, the Requesting Party must identify the books and records at the inspection that the Association is to copy and forward to the Requesting Party.

C. Copying of Association's Books and Records:

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within ten (10) business days from the date the Association receives the written request or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the Requesting Party.

If the Association is unable to produce copies of such requested books or records within ten (10) business days from the written request or inspection, it will provide written notice to the Requesting Party of its inability to produce the required books and records within ten (10) business days and will state a date by which such copies of such required books and records will be produced to the Requesting Party, which may not be more than fifteen (15) business days after the date of such notice.

The Association reserves the right to produce copies of the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association in its sole discretion.

3. Responsibility for Records Production and Copying Charges

The Requesting Party shall be responsible for the costs, expenses, and charges incurred by the Association in responding to such request for information from such member or his or her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and any amendment, modification, update, or increase of such terms) (the "**Production and Copying Charges**"). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follows:

(A) Copy Charges:

(i) **Standard paper copy.** Standard paper copy charges consist of the charges for reproducing requested information and records on standard size paper by means of an office machine copier or a computer printer. The charge for standard paper copies is \$.10 per page or part of a page. Each side that has recorded information is considered a separate page.

(ii) **Nonstandard copy.** Nonstandard copy charges consist of charges for the costs of materials, other than standard size paper, onto which requested information and records are copied (excluding any applicable additional charges that may be associated with a particular request, such as labor or overhead charges). The charges for nonstandard copies will be as follows:

- a. Diskette--\$1.00;
- b. Magnetic tape--actual cost;
- c. Data cartridge--actual cost;
- d. Tape cartridge--actual cost;
- e. Rewritable CD (CD-RW)--\$1.00;
- f. Non-rewritable CD (CD-R)--\$1.00;
- g. Digital video disc (DVD)--\$3.00;
- h. JAZ drive--actual cost;
- i. Other electronic media--actual cost;
- j. VHS video cassette--\$2.50;
- k. Audio cassette--\$1.00;
- l. Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
- m. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

B. Labor Charges:

(i) **Labor Charges for Programming.** If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association may charge for the programmer's time. The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(ii) **Labor charge for locating, compiling, manipulating data, and reproducing public information.**

(a) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(b) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied

are located in:

1. Two or more separate buildings that are not physically connected with each other; or
2. A remote storage facility.

(c) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information: To determine whether the Association will raise any objections or exceptions to disclosure of the requested information as permitted by law.

(d) When confidential information not subject to disclosure is mixed with discoverable information or in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Section B(2)(b) above.

(e) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(f) For purposes of Section B(2)(b) above, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

C. Overhead Charge:

Whenever a labor charge is incurred in processing a request for information or records, the Association shall also charge a Requesting Party for any other direct and indirect costs incurred in processing a request for information, including an overhead charge to cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge is computed at a twenty percent (20%) of the labor charge made to cover any labor costs associated with a particular request. By way of example, if one hour of labor is expended in processing a particular request for information, the overhead charge would be \$3.00 (\$15.00 for one hour of labor multiplied by 20% or .20). An overhead charge shall not be made for requests for copies of 50 or fewer pages unless the request also qualifies for a labor charge pursuant to Section (B)(2)(b) above.

D. Remote document retrieval charge.

(i) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by the Association to store current records on-site. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(ii) If the Association has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the

needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to Section B(2)(b) above.

E. Miscellaneous Supplies and Charges:

The Association shall also charge a Requesting Party for the actual cost of miscellaneous supplies, such as labels, boxes, and other supplies, used to produce the requested information to the Requesting Party. If the Association accepts payment by credit card for copies and is charged a "transaction fee" by the credit card company, the Requesting Party is responsible for that fee.

F. Postal and Shipping Charges:

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

The Association requires advance payment by the Requesting Party of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by this Policy. Within thirty (30) business days from the date copies of the requested information are delivered to the Requesting Party, the Association will submit a final invoice to the Requesting Party for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information ("**Final Invoice**").

If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoice, the Requesting Party shall be entitled to a refund of the excess amount, and the Association will send payment of such excess amount to the Requesting Party.

If the actual amount of Production and Copying Charges, as reflected in the Final Invoice, exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be paid by the Requesting Party within thirty (30) days from the date the Final Invoice is sent to the Requesting Party. If the Requesting Party does not timely pay the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Party's account as an assessment.

On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the Requesting Party, the Association may agree to invoice the cost of the records request to the Requesting Party's account. Requesting Party agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Requesting Party. Any unpaid balance will accrue interest as an assessment as allowed under the Declaration.

On a case-by-case basis where a Requesting Party's request for records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice and/or fees provided hereunder.

Costs associated with fulfilling the request under this Policy may be paid by the Association's managing agent. In such event, the fees paid to the Association under this Policy will be reimbursed to the Association's managing agent or paid directly to the Association's managing agent.

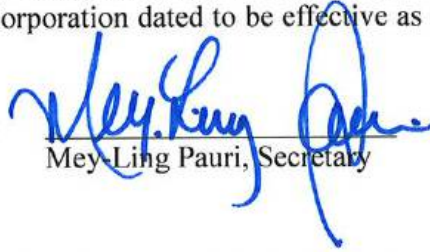
The Declarant, during the Development Period, and thereafter, the Board may amend any provisions

of this Policy without consent or joinder of the Members.

CERTIFICATION

I, the undersigned, being the Secretary of FLEMING POINTE HOMEOWNERS ASSOCIATION, INC., do hereby certify that the foregoing is the Policy for Records Production and Copying adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of the 25th day of April, 2022.

By:



Mey-Ling Pauri, Secretary

EXHIBIT D
DOCUMENTS RETENTION POLICY

[See attached]

Fleming Pointe Homeowners Association, Inc.

Dedicatory Instruments

Document Retention Policy

WHEREAS, Members of the Fleming Pointe Homeowners Association, Inc. (the "**Association**") are subject to the Declaration of Covenants, Restrictions and Easements for Fleming Pointe, recorded or to be recorded in the Real Property Records, Tarrant County, Texas (the "**Declaration**"). **The Association wishes to adopt reasonable guidelines for document retention for the Association; and**

WHEREAS, the Association's Board of Directors (the "**Board**") wishes to adopt these reasonable guidelines to be in compliance with Sections 209.005(m) and 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached Document Retention Policy has been established by the Board and is to be recorded with the Real Property Records of Tarrant County, Texas.

Fleming Pointe Homeowners Association, Inc.

Document Retention Policy

Fleming Pointe Homeowners Association, Inc. (the "**Association**") has adopted the following document retention policy (the "**Policy**"). Any capitalized undefined terms used herein shall have the meaning ascribed to such terms in the Declaration of Covenants, Restrictions and Easements for Fleming Pointe, recorded or to be recorded in the Real Property Records, Tarrant County, Texas (the "**Declaration**").

1. **Policy.** This Policy represents the Association's policy regarding the retention and disposal of records and the retention and disposal of electronic documents.

2. **Administration.** The Record Retention Schedule herein is approved as the initial maintenance, retention and disposal schedule for physical records of the Association and the retention and disposal of electronic documents. The Board or Secretary of the Association ("**Administrator**") is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Administrator is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the Corporation; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy.

3. **Record Retention Schedule.**

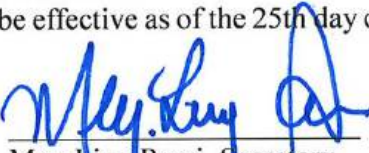
- a. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
- b. Financial books and records (accounts payable, accounts receivable, audit records, bank statements, expense reports, investment records, etc.) shall be retained for seven years.
- c. Account records of current owners shall be retained for five years.
- d. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
- e. Minutes of meetings of the owners and the board shall be retained for seven years.
- f. Tax returns and audit records shall be retained for seven years.

The Declarant, during the Development Period, and thereafter, the Board may amend any provisions of this Policy without consent or joinder of the Members.

CERTIFICATION

I, the undersigned, being the Secretary of FLEMING POINTE HOMEOWNERS ASSOCIATION, INC., do hereby certify that the foregoing is the Document Retention Policy adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of the 25th day of April, 2022.

By:


Mey-Ling Pauri, Secretary