



STATE OF TEXAS

TRAVIS COUNTY

**NOTICE OF DEDICATORY INSTRUMENTS NOT PREVIOUSLY FILED**

62  
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WHEREAS, Lago Vista Property Owners' Association, Inc, hereinafter called "the Association, is the property owners association for the subdivisions on the list attached hereto and made a part hereof for all intents and purposes as "Exhibit A" the plats for which are designated as being recorded in the Plat Records of Travis County, Texas under the Volume and Page number next to the subdivision name on Exhibit A, hereinafter called "the Subdivisions", and

WHEREAS, in accordance with Tex Prop Code Ann Sec 202 006, all dedicatory instruments not previously filed for record must be filed in the Official Public Records of the county in which the Subdivisions are located,

NOW THEREFORE, I, Bruce Ian Schimmel, duly authorized agent of the Association, do hereby give notice that attached hereto are the dedicatory instruments which have not previously been recorded, as of this date

SIGNED this the 10<sup>th</sup> day of January, 2000

Lago Vista Property Owners' Association, Inc

By *Bruce Ian Schimmel*  
BRUCE IAN SCHIMMEL

STATE OF TEXAS

HARRIS COUNTY

The foregoing instrument was acknowledged before me, the undersigned authority, on January 10, 2000, by Bruce Ian Schimmel, the agent of Lago Vista Property Owners' Association, Inc , a Texas non-profit corporation for said corporation



*Tracy L Haner*  
Notary Public In and For the State of Texas

Prepared in the Offices of  
And Return To:

Bruce Ian Schimmel, P.C.  
P. O. Box 711249  
Houston, Texas 77271-1249

EXHIBIT "A"

SUBDIVISION	VOLUME	PAGE
1. Lago Vista Section One	1886	204
2. Lago Vista Section Two	2177	247
3. Lago Vista Section Three, Phase One	3076	1126
4. Lago Vista Section Three, Phases Two, Three & Four	3195	88
5. Lago Vista Estates Sections Four, Five, Six, Seven, and Ten	3942	1545
6. Lago Vista Estates Section Nine	4026	1228
7. Lago Vista Estates Section Thirteen	1886	204
8. Lago Vista Civic Center Addition	3941	753
9. Lago Vista Travis Plaza	3839	2031
10. Lago Vista Country Club Estates Section One	3475	2233
11. Lago Vista Country Club Estates Section Two	3478	1434
12. Lago Vista Country Club Estates Section Three	3515	1238
13. Lago Vista Country Club Estates Section Four	3613	1836
14. Country Club Estates Section Five	3766 3914	1794 1645
15. Country Club Estates Section Six	3767 3914	1801 1645
16. Country Club Estates Section Seven	3767 3914	1807 1645
17. Country Club Estates Section Eight	3788 3914	100 1645
18. Country Club Estates Section Nine	3788 3914	94 1645

19.	Lago Vista Country Club Estates Section Ten	3832 3914	379 1645
20.	Lago Vista Country Club Estates Section Eleven	3788 3914	88 1645
21.	Lago Vista Country Club Estates Section Twelve	3613	1836
22.	Highland Lake Estates Sections Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve Amended, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, Eighteen, Twenty, Twenty-One, Twenty-Two, Twenty-Three, Twenty-Six Amended, Thirty, Thirty-One, Thirty-Two	3987	2140
23.	Highland Lake Estates Sections Twenty-Eight, Twenty-Nine, Thirty-Three	6091	963
24.	Amendment to Highland Lake Estates Section Twenty-Eight	6366	1304
25.	Supplement to Highland Lake Estates Section Twenty-Eight	6367	2186
26.	Second Amendment to Highland Lake Estates Section Twenty-Eight	6578	1052
27.	Second Supplement to Highland Lake Estates Section Twenty-Eight	6580	2221
28.	Bar-K Ranches Plats One, Two, Three, Four, Six, Seven Amended, Eight, Nine, Ten, Eleven Twelve, Thirteen, Fourteen, Sixteen, Seventeen	4171	1272
29.	Emerald Bend Section One	3544	1421
30.	The Oaks at Highland Lake Estates - Phase One	6659	202

THE STATE OF TEXAS

COUNTY OF TRAVIS



KNOW ALL PERSONS BY THESE PRESENTS

**The State of Texas**

Secretary of State

NOV. 18, 1987

WILLIAM E. SMITH  
P.O. BOX 4766  
LAGO VISTA, TX 78645

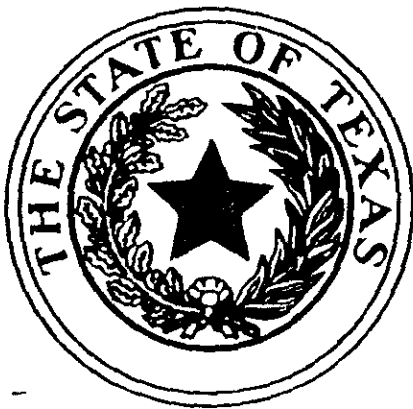
RE:  
LAGO VISTA PROPERTY OWNERS' ASSOCIATION, INC.  
CHARTER NUMBER C0512122-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR ARTICLES OF AMENDMENT. THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES, AND THE ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,



  
Secretary of State



The State of Texas

Secretary of State

CERTIFICATE OF AMENDMENT

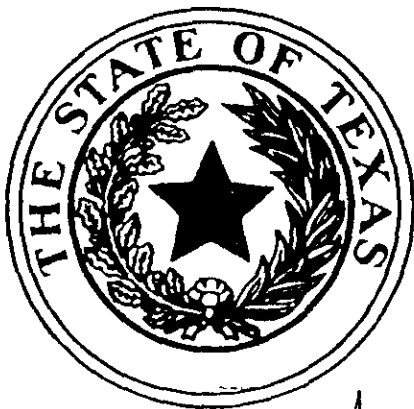
FOR

LAGO VISTA PROPERTY OWNERS' ASSOCIATION, INC.  
CHARTER NUMBER 00512122

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT ARTICLES OF AMENDMENT HAVE BEEN RECEIVED IN THIS  
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND  
BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, ISSUES  
THIS CERTIFICATE AND ATTACHES HERETO A COPY OF THE ARTICLES OF  
AMENDMENT.

DATED NOV. 16, 1987



*Paul M. Raines*  
Secretary of State

EXECUTED THIS 30th DAY OF DEC, 1999.

*Rollin Siefken*

This document was acknowledged by Rollin Siefken, General Manager, Lago Vista  
Property Owners' Association, on behalf of Lago Vista Property Owners' Association.

Linda G Boydston  
Notary Public  
State of Texas  
My Comm Exp 03.04 0

*Linda G Boydston*

KNOW ALL PERSONS BY THESE PRESENTS

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
LAGO VISTA PROPERTY OWNERS' ASSOCIATION, INC.

FILED  
In the Office of the  
Secretary of State of Texas  
NOV 16 1987  
Corporations Section

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation which shall give the corporation the authority to assess an annual Maintenance Fee and special assessments in pursuance of the general corporate purposes and shall give it the authority to assess interest on unpaid annual Maintenance Fees and special assessments and shall give it the authority to further assess such charges as the Board of Directors may deem appropriate for the expenses related to the collection of said sums.

ARTICLE ONE

The name of the corporation is the Lago Vista Property Owners' Association, Inc.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted by the corporation on the 7<sup>th</sup> day of November, 1987.

The Articles of Incorporation are hereby amended by adding a new Article X to read as follows:

"ARTICLE X."

"The Association shall have the authority to assess annual Maintenance Fees and such other special assessments as may be deemed necessary and/or appropriate by the Board of Directors for the general or specific purposes contained in Article V., hereof.

The Association shall have the authority to take any legal action to enforce and collect such unpaid or delinquent annual Maintenance Fees or special assessments. This shall include the right to file liens on the subject property, to file suit against said delinquent property owner and to take any other legal measures available for the collection and enforcement of such fees or assessments.

The Association further shall have the authority to charge legal interest on the unpaid balance of said fees and assessments and to charge a fee for the expenses attendant with their collection, including, but not limited to, the cost of the preparation and filing of the lien, court costs and attorney's fees."

ARTICLE THREE

The amendment was adopted at a special meeting of members held on the 7<sup>th</sup> day of November, 1987, at which a quorum was present, and the amendment received at least two thirds of the votes which members were present or represented by proxy at such meeting

were entitled to cast.

DATED the 7<sup>th</sup> day of November, 1987.

LAGO VISTA PROPERTY OWNERS' ASSOCIATION, INC.

By: C. D. Weeter  
Its President

and Virginia Halsted  
Its Secretary

STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

BEFORE ME, a notary public, on this day personally appeared C. D. Weeter and Virginia Halsted known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 7<sup>th</sup> day of November, 1987.

Patricia L. Fay  
Notary Public in and for the State of Texas

Patricia L. Fay  
Printed or Typed Name of Notary

My Commission Expires: 9-19-90

EXECUTED THIS 30th DAY OF DEC, 1999.

Rollin Siefken

This document was acknowledged by Rollin Siefken, General Manager, Lago Vista Property Owners' Association, on behalf of Lago Vista Property Owners' Association.

Linda G Boydston  
Notary Public  
State of Texas  
My Comm Exp 03 04-00

Linda G Boydston



Non-Profit



# The State of Texas

## SECRETARY OF STATE

### CERTIFICATE OF INCORPORATION OF

LAGO VISTA PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated MARCH 24 1980

  
Secretary of State

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FILED  
In the Office of the  
Secretary of State of Texas

ARTICLES OF INCORPORATION  
OF

MAR 24 1980

LAGO VISTA PROPERTY OWNERS' ASSOCIATION, INC.

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is Lago Vista Property Owners' Association, Inc., hereafter called "the Association".

ARTICLE II

NON-PROFIT CORPORATION

The Association is a non-profit corporation.

ARTICLE III

DURATION

The period of its duration is perpetual.

ARTICLE IV

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 10 Dawn Drive, Lago Vista, Texas 78641, and the name of its initial registered agent at such address is Walter L. Read.

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

The purpose or purposes for which the corporation is organized are:

To promote and develop the common good and social welfare of the people of the community and its environs to be developed on all or a portion of the tracts of land presently subject to or

to become subject to the Declarations of Reservations filed in the  
Deed Records of Travis County, Texas, as follows:

	<u>Subdivision</u>	<u>Volume</u>	<u>Page</u>
1.	Lago Vista Section One	1886	204
2.	Lago Vista Suction Two	2177	247
3.	Lago Vista Section Three, Phase One	3076	1126
4.	Lago Vista Section Three, Phases Two, Three, & Four	3195	88
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21.	Lago Vista Country Club Estates Section Twelve	3613	1836
22.	Highland Lake Estates		

Sections Two, Three, Four,  
Five, Six, Seven, Eight, Nine,  
Ten, Eleven, Twelve Amended,  
Thirteen, Fourteen, Fifteen,

	<u>Volume</u>	<u>Page</u>
<u>Subdivision</u> Sixteen, Seventeen, Eighteen, Twenty, Twenty-One, Twenty-Two, Twenty-Three, Twenty-Six Amended, Thirty, Thirty-One, Thirty-Two	3987	2140
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29. Emerald Bend Section One	3544	1421
30. The Oaks at Highland Lake Estates - Phase One	6659	202

and any other agreement of covenants, supplements, amendments, conditions and restrictions supporting or benefitting the Association, together with any additional land, which may hereafter be subject to such agreement of covenants, conditions, and restrictions supporting or benefitting the Association, and adopted by the Board of Directors of the Association, shall be considered as such community (all of such property is hereinafter referred to as the "Properties") and the proper object of the powers and purposes of the Association.

Without limiting the foregoing general statement of purposes, the Association shall have the following specific purposes:

(1) To aid, promote, and provide for the establishment, advancement, and perpetuation of any and all streets, parks, services, and facilities permitted by law for the Properties

which tend to promote the general welfare of the inhabitants with regard to health, safety, education, culture, recreation, comfort, or convenience to the extent and in the manner deemed desirable by the Board of Directors.

(2) To update and maintain or provide for the operation and maintenance of any Properties which may be from time to time designated or conveyed to the Association for the general welfare of the inhabitants with regard to health, safety, education, culture, recreation, comfort, and convenience.

(3) To enforce all covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements, and liens established for the support and/or benefit of the Association, or which it may be legally entitled to enforce, and to disburse and use the proceeds of any such charges and to use and disburse any funds which may come into the hands of the Association in a lawful manner determined by the Board of Directors.

(4) To do any and all lawful things and acts that the Association may from time to time, in its discretion, deem to be for the benefit of the Properties and the inhabitants thereof or advisable, proper, or convenient for the promotion of the interest of said inhabitants with regard to health, safety, education, culture, recreation, comfort, or convenience of such community, and to have and to exercise any and all powers, rights, and privileges, which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

#### ARTICLE VI

##### POST OFFICE ADDRESS

The post office address of the Association shall be 10 Dawn Drive, Lago Vista, Texas 78641.

#### ARTICLE VII

##### BOARD OF DIRECTORS



The number of Directors constituting the initial Board of Directors is five. The names and addresses of the persons who are to serve as the initial Board of Directors are:

F. W. Savage  
Post Office Box 4155  
Lago Vista, Texas 78641

Ray Wells  
Post Office Box 924  
Lago Vista, Texas 78641

James H. Moore  
Post Office Box 944  
Lago Vista, Texas 78641

C. D. Weeter  
Post Office Box 4157  
Lago Vista, Texas 78641

Harry L. Thrush  
Post Office Box 746  
Lago Vista, Texas 78641

ARTICLE VIII

INCORPORATORS

The names and addresses of the incorporators:

Walter L. Reed  
9206 Quail Hill Circle  
Austin, Texas 78758


Ray Wells  
Post Office Box 924  
Lago Vista, Texas 78641


C. D. Weeter  
Post Office Box 4157  
Lago Vista, Texas 78641


ARTICLE IX

Except as otherwise may be provided in the By-Laws, the Board of Directors of the Association is expressly authorized to alter, amend, or repeal the By-Laws, or to adopt new By-Laws for the Association without any action on the part of the members.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Texas, we the undersigned, constituting the incorporators of this corporation, have executed these Articles of Incorporation this 24th day of March, 1980.

  
\_\_\_\_\_  
Walter L. Reed  
III. A.

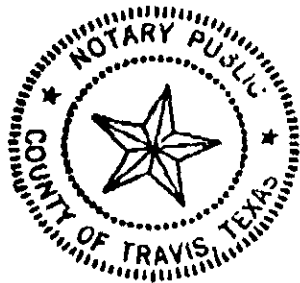
  
Ray Wells

  
C. D. Weeter

STATE OF TEXAS )  
                                  :  
COUNTY OF TRAVIS )

I, the undersigned Notary Public, do hereby certify that on this 24th day of March, 1980, personally appeared before me Walter L. Reed, Ray Wells, and C. D. Weeter, who each being by me first duly sworn, severally declared that they are the person who signed the foregoing document as incorporators, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office.



*Janice M. Strade*  
Notary Public

JANICE M. STRADE  
Notary Public, Travis County, Texas  
My Commission Expires March 31, 1981

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL PERSONS BY THESE PRESENTS  
**BYLAWS**

AS

AMENDED

OCTOBER 12, 1999

**LAGO VISTA  
PROPERTY OWNERS'  
ASSOCIATION, INC.**

**BYLAWS  
OF  
LAGO VISTA PROPERTY OWNERS'  
ASSOCIATION, INC  
A NON-PROFIT CORPORATION**

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## **ARTICLE I**

### **Definitions**

Section 1 "Association" shall mean and refer to the Lago Vista Property Owners' Association, Inc , a non-profit association organized and existing under the laws of the State of Texas

Section 2 The "Properties" shall mean and refer to those properties as set forth and more particularly described in Article V of the Articles of Incorporation of Lago Vista Property Owners' Association, Inc

Section 3 "Common Land" shall mean and refer to such part of the properties and facilities as may at any time hereafter be owned by the Association for so long as the Association may be the owner thereof

Section 4 The term "Restrictions" shall mean the Declaration of Reservations and Restrictions referred to in Article V of the Articles of Incorporation of Lago Vista Property Owners' Association, Inc

Section 5 "Timeshare Unit" shall mean a property jointly owned by a number of persons, each with a fee simple ownership interest to utilize the property for a specified period of time, defined in terms of weeks, annually

Section 6 "Associate Member" shall mean a member having all rights of membership except voting

Section 7 "Annual Assessment" shall mean those fees established by the Board of Directors charged on an annual basis for each property owned. It is inclusive terminology for a) "maintenance charge assessment" and "reasonable admission and other fees" charged on an annual basis as stated in the Declaration of Covenants & Restrictions, b) "annual Maintenance Fees or special assessments" as stated in the Articles Of Incorporation and its Amendment, and c) "annual maintenance fee" and "annual maintenance fund" as stated in the various Declarations of Reservations, Dedications and Restrictions of the properties making up the Association

Section 8 "Special Assessment", as provided for in the Articles of Incorporation, shall mean a charge in addition to the Annual Assessment which is applicable to one fiscal year only and due in one or more installments but less than twelve installments to fund and implement a special capital improvement project. Advance notice of at least 30 days must be communicated to the members stating the installment amount or the annualized total of the installment amounts and the due date(s)

Section 9 "Admission and Other Fees" shall mean any charge for admission to or use of a facility or property which is due on either an annual basis or other than an annual basis

**ARTICLE II**  
**Purposes and Power**

The Association has been organized for the purposes set forth in its Articles of Incorporation and shall have all the powers granted by the Texas Non-Profit Corporation Act

**ARTICLE III**  
**Location**

The principal office of the Association shall be located at 21309 Paseo De Vaca, Lago Vista, Texas 78645

**ARTICLE IV**  
**Membership**

Section 1 Every person or entity who is the owner, as defined in the Restrictions, of a Lot or Tract or dwelling unit thereon ("Owner") and who is subject to the annual assessment either present or future, by the Association, pursuant to the provisions of any recorded instrument relating to such assessment, shall be a member of the Association. Foreclosure of a contract or repossession for any reason of a lot or unit sold under contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the new owner of such lot or unit.

Section 2 The rights of membership are subject to the payment of the annual assessment to the Association. Subject to the provisions of Section 1 of this article, the annual assessment is imposed against the owner of each lot or tract or dwelling thereon. In those instances where multiple lots have been re-platted into one lot or easements have been vacated with the permanent foundations of the house, garage or appurtenance (ex swimming pool) extending significantly from one lot onto another, a single annual assessment will be made if requested. The requesting member must provide the Association a certified copy of the re-plat to support the request. The fee reduction will become effective the calendar year following the request for reduction.

Section 3 The membership rights of each property owner is subject to the annual assessment as detailed in Section 2 of this Article. Failure to pay all annual assessments will automatically result in suspension of all rights of membership. Upon payment of such annual assessments and any interest or penalties thereon, all rights and privileges shall be automatically restored. The Directors may, in their discretion, suspend the membership rights of any member for a period deemed appropriate for violation of adopted rules and regulations governing the use of any of the common properties or for improper conduct.

Section 4 Individual owners of Timeshare Units shall be recognized as Association members only during those specific periods when their ownership rights are being exercised They will be admitted into Association parks and recreation areas provided the annual assessments have been paid on all Timeshare Units in the project and adequate identification is provided

Section 5 "Associate Member" is a classification applicable to owners of real property within the incorporated boundaries of the City of Lago Vista not having been part of the original World of Resorts Development, and as such, not subject to mandatory membership in the Association This classification of membership will be voluntary and subject to informal request by the property owner Once accepted under this membership classification, membership will be ongoing and continuous unless the property is sold, the owner formally requests cessation of membership or becomes delinquent in payment of membership fees Once removed from membership rolls for either of the latter two circumstances, future reinstatement of membership will be denied unless extenuating circumstances acceptable to a voting majority of the Board of Directors comes to pass

## **ARTICLE V Voting Rights**

Section 1 Members shall be entitled to only (1) vote regardless of the number of lots owned, provided the annual assessment(s) have been paid on each lot, tract or dwelling unit thereon owned by the member When more than one person, a corporation or a partnership holds such interest in any lot, tract or dwelling unit thereon, only one person, as designated in writing and signed by all owners of the lot, shall be recognized as the member

Section 2 Timeshare projects shall be entitled to one vote provided annual assessments have been paid on all units in the project

Section 3 Members may vote early by mail or in person at the Administrative Office of the Association located at 21309 Paseo De Vaca, Lago Vista, TX 78645

## **ARTICLE VI Meeting of Members**

### Section 1 Annual Meeting

An annual meeting of the members shall be held on the first Saturday in the month of November at the hour of 10 00 a m for the purpose of electing Directors and for the transaction of such other business as may come before the meeting If the day fixed for the annual meeting shall be a legal holiday in the State of Texas, the meeting shall be held on the next Saturday



## Section 2 Special Meetings

Special meetings of the members may be called by the President, or the majority of the Board of Directors

## Section 3 Place of Meeting

The place of any meetings called by the President or the Board of Directors shall be the registered office of the Association in the State of Texas, or other site designated by the Board of Directors, which site shall be within the boundaries of the "Properties" as that term is defined herein

## Section 4 Notice of Meetings for Voting by Members

Written or printed notice stating the place, day and hour of any meeting of members where voting will occur shall be delivered, either personally or by mail, to each member entitled to vote at the meeting, not less than ten or more than fifty days before the date of such meeting by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. A notice in the Association Newsletter, mailed to all property owners, shall constitute official notification of the annual meeting or any meeting where voting will occur. In case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. The notice of the annual or of special meeting sent to members shall contain a ballot containing those items upon which members may vote. The ballot must be an official ballot authorized and printed by the Board of Directors of the Association.

## Section 5 Quorum

Members holding 100 of the votes that may be cast at any meeting shall constitute a quorum at such meeting. Any qualified member voting by written ballot at any meeting shall be considered present at the meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

**ARTICLE VII**  
**Property Right and Rights of Enjoyment**  
**of Common Land and Association Facilities**

**Section 1 Entitlement**

Subject to such rules, regulations, fees and charges as may be established by the Board of Directors, each member and the members of his family who reside upon the property shall be entitled to the use and enjoyment of the Common Land and facilities as provided in the Restrictions. Any resident family member has the privilege of accompanying guests on the Common Land and in the Association facilities. Unaccompanied guests must have in their possession appropriate permits allowing use of any facility. Each owner is responsible for damages done by his guests.

**Section 2 Assignment of Rights to Tenants**

The member may also assign his right of enjoyment in Association parks and outdoor recreation areas to any of his tenants who reside there under a leasehold agreement for six months or more. The member shall notify the Association in writing of the names of such persons and provide a copy of the leasehold agreement signed by all parties to the agreement. The rights and privileges of such persons are subject to suspension under adopted rules and regulations to the same extent as those of any member. The tenant may share this right of enjoyment in the parks and outdoor recreation areas with the members of his family, and accompanied guests. Any member who has assigned his rights of enjoyment in the facilities to his tenants will have no further right of enjoyment during the period of assignment, unless he is entitled to continued use through the ownership of other property. Each owner is responsible for damages done by his tenants and their guests.

**ARTICLE VIII**  
**Board of Directors**

**Section 1 General Powers**

The property and affairs of the Association shall be managed and controlled by the Board of Directors. Subject to the restrictions imposed by law, by the Articles of Incorporation or by the Bylaws, the Board of Directors shall exercise all of the powers of the Association. Directors must always be natural persons holding office in an individual capacity.

The Board of Directors has the right to adopt rules and regulations governing the use of the common land and the conduct of the members, their family members, and members' guests, and authorized tenants and their guests. The Board of Directors also has the right to levy fines against the member, their family members, and member's guests, and authorized tenants and their guests for violation of such rules and regulations.

## Section 2 Number of Directors

Initially the number of Directors shall be five (5), but the number of Directors may be increased or decreased (providing the decrease does not shorten the term of any incumbent Director) from time to time. The number of Directors shall never be less than three (3) nor more than seven (7).

## Section 3 Term

The term of the Directors shall be three (3) years. No Director shall serve more than two (2) consecutive elected terms of office. This restriction does not preclude the member serving partial terms by election or appointment by the Board of Directors.

## Section 4 Regular Meetings

Regular meetings of the Board of Directors shall normally be held monthly. Dates and times shall be set annually at the first meeting of the directors following the annual meeting. The Board of Directors schedule of regular meetings shall be posted in the Association's Administrative Office. These meetings shall be held without other notice. The Board of Directors may provide by resolution the time, date and location for the holding of additional meetings of the Board without other notice than such resolution. The proposed agenda for regular scheduled meetings and both the notice and proposed agenda for additional meetings shall be posted on the door of the Association's Administrative Office at least two business days prior to the date of such meeting.

## Section 5 Special Meetings

Special Meetings of the Board of Directors may be called by or at the request of the President or any two Directors.

## Section 6 Notice

Notice of any special meeting of the Board of Directors shall be given at least five days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope as addressed, with postage thereon prepaid. If notice is given by telephone, such notice shall be deemed to be delivered when the Board Member or the spouse of the Board Member has been spoken to or a message has been left on the Member's telephone answering device. Any meeting shall constitute a waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specifically in the notice or waiver of notice of the meeting, unless specifically required by law or by these Bylaws.

## Section 7 Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Directors are present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

## Section 8 Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

## Section 9 Informal Action by Directors

Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

## Section 10 Removal

Any Director may be removed from the Board, with or without cause, by a majority vote of Association members.

## Section 11 Unscheduled Vacancies

Unscheduled vacancies on the Board of Directors due to death, resignation or removal shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors may exist. Any appointed Director shall hold office for the unexpired term of his predecessor in office. Any vacancy occurring on the Board of Directors by reason of an increase in the number of Directors shall be similarly filled by the Board of Directors.

## **ARTICLE IX Nomination and Election of Board of Director Candidates**

### Section 1 Standing Committee.

Nominations for election to the Board of Directors shall be made by a Nominating Committee that shall be one of the standing committees of the Association.

### Section 2 Composition and Period of Service

The Nominating Committee shall consist of the Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of that annual meeting until the close of the next annual meeting. Appointments shall be announced at each annual meeting of Members and made part of the minutes of the monthly meeting at which the committee is approved by the Board.

### Section 3 Nominees

The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than one more candidate than the total number of vacancies to be filled. All nominations must be made from among the members of the Association in good standing. Nominations shall be announced at the annual meeting.

The nominees selected by the Nominating Committee shall be publicized in the North Lake Travis LOG or other similar public media at least two (2) weeks prior to the deadline for nominations. Said deadline shall be selected by the Board of Directors and announced no less than two (2) months prior to the meeting of the membership of the Association at which the election shall occur.

#### Section 4 Other Nominations

Nominations other than those made by the Nominating Committee may be made by any member of the Association in good standing. Such nominees must be members of the Association in good standing and must pledge themselves to serve if elected. Such nominations shall be made prior to the nominations deadline date set by the Board of Directors and shall be conveyed to the Board of Directors in a format specified by the Board of Directors. The names of such nominees shall be presented to the Membership of the Association along with the names of the nominees selected by the Nominating Committee.

#### Section 5 Nominations from the Floor

Nominations from the floor shall **not** be permitted.

#### Section 6 Annual Election

At each Annual Meeting of the Association, the membership shall elect Directors as their terms expire. If the election of Directors cannot be held in conjunction with the Annual Meeting of the Association on the First Saturday in November or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently possible.

#### Section 7 The Vote

Candidates receiving the largest number of votes shall be elected to fill the Board vacancies.

#### Section 8 Tie Vote

In the event of a tie vote, the President of the Board of Directors shall convene a special meeting of the remaining members of the Board of Directors, along with the candidates involved in the tie, for the purpose of breaking the tie. The flip of a coin shall be used as a tiebreaker. The winner of the coin flip shall fill the vacant seat on the Board of Directors for the ensuing three-year term.

## **ARTICLE X**

### **Officers**

#### **Section 1 Officers**

The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem advisable. Such officers shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. No person may hold more than one office, except that same person may hold the offices of Secretary and Treasurer.

#### **Section 2 Election and Term of Office**

The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

#### **Section 3 Removal**

Any officer elected by the Board of Directors may be removed by the majority of the full Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

#### **Section 4 Vacancies**

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

## Section 5 President

The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officers of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and executing thereof shall be expressly delegated by the Board of Directors or by the Bylaws or by Statute to some other officer or agent of the Corporation. In general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

## Section 6 Vice President

In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the Order of their election) shall perform the duties of the President, and when so acting, shall exercise the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

## Section 7 Treasurer

If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article XIII, Sections 3 and 4 of these Bylaws and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

## Section 8 Secretary

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the Association records, and keep a register of the post office address of each member which shall be furnished to the Secretary by such member, and in general perform all duties incident to the office of Secretary and such other duties as from time to time be assigned by the President or by the Board of Directors.



## Section 9 Assistant Treasurer and Assistant Secretary

If required by the Board of Directors, the Assistant Treasurer shall give bond for the faithful discharge of his duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurer and Assistant Secretary shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President of the Board of Directors.

## ARTICLE XI Managing Agent

### Section 1 Employment

The Board of Directors shall employ a Managing Agent (hereafter designated as General Manager) who shall be responsible, under the direction of the Board of Directors, for managing the properties and resources of the Association. The General Manager shall be selected by the Board of Directors at a salary to be determined by the Board of Directors that is competitive with comparable positions with other property owners' associations.

### Section 2 Terms of Employment

The General Manager shall be employed under a contract specifying a term of no less than one (1) year nor more than five (5) years, salary, fringe benefits, and other pertinent considerations. Said contract may be renewed at the discretion of the Board of Directors. Said contract may be terminated for cause by the Board of Directors. Either party (the Board or the General Manager) may terminate the contract provided that due notice has been given in writing no less than thirty (30) days in advance of the termination date.

### Section 3 Line of Communication

For the sake of clarity, consistency, and harmony, the Board of Directors shall communicate its directives to the General Manager only through the President or (in case of the President's incapacity or unwillingness to act) the Vice President determined by the provisions of ARTICLE X, Section 6. The General Manager shall communicate his concerns, questions, recommendations, and other information for the Board's consideration through the President or the person officially acting on behalf of the President.

## Section 4 Responsibilities

Specific duties of the General Manager shall include

- a Under the direction of the Secretary of the Board of Directors perform custodial duties for the Association records
- b Under the direction of the Secretary of the Board of Directors keep a current register of the name and address of each member which shall be furnished to the Association by such member Said register is maintained for the purposes of correspondence with each property owner and keeping records on the legal ownership of each property
- c With the concurrence of the Board of Directors, employ and terminate personnel for positions created by the Board of Directors
- d Perform those tasks required by the Board of Directors as directed by the President of the Board
- e Maintain an accurate inventory of Association assets and lot owners
- f Supervise the maintenance and security of all Association property
- g Supervise and dispense compensation for all Association employees
- h Handle all administrative transactions for the association and under the direction of the Treasurer of the Board of Directors handle the financial transactions of the Association
- i Apply the Board of Directors' determined annual assessment to all lot owners and supervise the collection thereof
- j Execute such other duties and responsibility as additionally assigned by the Board of Directors as it sees fit

The above specification of the General Manager's responsibilities does not preclude the assignment of additional duties and responsibilities as the Board of Directors sees fit

## **ARTICLE XII Committees**

### **Section 1 Committees**

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees. Except as otherwise provided in the resolution, members of such committee or committees shall be members of the Association, and the President of the Association shall appoint the members thereof.

PROVIDED HOWEVER that any committee that is given the authority of the Board of Directors in the management of the Association and which is expressly permitted, must have its members appointed by the Board of Directors and must consist of two or more Directors.

PROVIDED FURTHER that no committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws, electing, appointing or removing any member of such committee or any Director or officer of the Association.

PROVIDED FURTHER that no committee shall have the authority of the Board of Directors in reference to amending the Articles of Incorporation, adopting a plan of merger or adopting a plan of consolidation with another Association or Corporation, authorizing the sale, lease, exchange or mortgage of all or substantially all the property and assets of the Association.

PROVIDED FURTHER that no committee shall have the authority of the Board of Directors in reference to authorizing the voluntary dissolution of the Association or revoking proceedings therefore, adopting a plan for the distribution of the assets of the Association, or amending, altering or repealing and dissolving the Board of Directors, which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director, of any responsibility imposed upon it or him by law.

### **Section 2 Term of Office**

Each member of a committee shall continue as a member until the next annual meeting of the members of the Association or until his successor is appointed, unless the committee shall be sooner terminated, or unless the member be removed from the committee, or unless the member shall cease to qualify as a member thereof.

### **Section 3 Chairman**

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

#### Section 4 Vacancies

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments

#### Section 5 Rules

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with the rules adopted by the Board of Directors

### **ARTICLE XIII Contracts, Checks, Deposits and Funds**

#### Section 1 Contracts

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances  
Competitive bids based on the Association approved written specifications shall be required for expenditures exceeding \$15,000 for any capital items or construction projects

#### Section 2 Checks, Drafts, Etc

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association

#### Section 3 Deposits

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select

#### Section 4 Gifts

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes of or for any special purpose of the Association

**ARTICLE XIV**  
**Books and Records**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the board of Directors, and shall keep at the registered and principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any members, or his agent or attorney for any proper purpose at any reasonable time.

**ARTICLE XV**  
**Fiscal Year**

Section 1 Definition

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

Section 2 Fiscal Budget

The Board of Directors shall prepare and adopt a budget for the upcoming fiscal year and present it to the members at a regular monthly meeting or special meeting of the Board of Directors no later than December prior to the start of the fiscal year.

**ARTICLE XVI**  
**Assessments and Charges**

Section 1 Annual Assessment

The Association shall have the authority to assess and collect an annual assessment as provided for by the Articles of Incorporation and Declaration of Reservations. Without limitation, the Association shall have the right and authority to assess, collect and enforce the collection of said annual assessment.

Section 2 Admission Fees, Other Fees and Other Charges

The Association shall have the authority to assess admission fees, other fees and other charges to include the cost of filing and releasing of liens, interest on delinquent accounts, and any other charges by any means provided for or permitted by the Articles of Incorporation, Restrictions at Law and/or in equity. The Association shall have the right to allocate such charges for purposes specified by the Board of Directors under the authority of these Bylaws.

Section 3 Books, Records and Accounts

Subject to the Restrictions, the Association shall set up books, records and accounts as are necessary and appropriate and in accordance with generally accepted accounting principles and practices

Section 4 Annual Financial Statement and Audit

The Association shall prepare an annual financial statement consisting of a balance sheet and income/expense statement at the end of the Association's fiscal year. The financial records of the Association will be audited by a certified public accountant after the end of each fiscal year

ARTICLE XVII  
Flood Reserve

Section 1 Consideration

Although flood insurance is maintained for the Bar-K Clubhouse at reasonable cost it is deemed prudent to keep a flood reserve for other facilities in the flood plain. The reserve will be funded in the amount of \$25,000 beginning in 1998

Section 2 Use

Withdrawals from the Flood Reserve may be used only for restoration, repair or replacement of existing capital improvements damaged or destroyed by flood. Withdrawals from the Flood Reserve shall be authorized by a majority vote of the Board of Directors

Section 3 Replacement

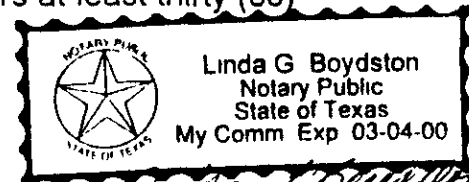
It will be the responsibility of future Boards to fully fund the Flood Reserve by the end of each fiscal year

ARTICLE XVIII  
Mergers

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit associations organized for the same purposes, PROVIDED THAT any such mergers or consolidations shall have the assent of two thirds of the total vote cast by members, voting in person at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting

EXECUTED THIS 10<sup>th</sup> DAY OF DEC, Page 17  
1999,

*Rollin Siefken*  
This document was acknowledged by Rollin Siefken, General Manager,  
Lago Vista Property Owners' Association, on behalf of Lago Vista  
Property Owners' Association.



*Linda G Boydston*

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL PERSONS BY THESE PRESENTS



**LAGO VISTA**

**PROPERTY OWNERS'  
ASSOCIATION**

**GENERAL RULES**

(512) 267-2895

4/1/96

PAGE 1

## **LAGO VISTA PROPERTY OWNERS' ASSOCIATION**

The Lago Vista Property Owners' Association, Inc. has been a part of the Lago Vista community since 1980. It was formed following the sale of more than 50 percent of the property in Lago Vista.

The LVPOA is directed by a duly elected five member Board of Directors. It is administered by a General Manager and Administrative Assistant, both of whom are full-time employees of the LVPOA.

Membership in the LVPOA is automatic with the purchase of most platted real estate in Lago Vista. Each lot or dwelling unit is assessed an annual fee by the LVPOA to fulfill its responsibility to maintain and manage the common properties belonging to the LVPOA and its members. There are currently more than 9,000 LVPOA members owning some 12,000 lots in Lago Vista.

The Lago Vista Property Owners' Association, Inc. was also organized to promote and develop the common good and social welfare of the people of Lago Vista. The LVPOA has, as a result, purchased a number of properties in addition to those deeded to the Association by the developer in order to provide a more diverse choice of amenities for its members.

The assessed value of property currently owned by the LVPOA is more than \$3 million. Facilities include the following: 10 lakefront parks including the Lago Vista Campgrounds with 65 campsites, tots playground and basketball court. The campgrounds has accommodated as many as 115 camps at once, the Bar-K Recreation Area and its 5,000 square foot clubhouse with TV lounge, swimming pool, tennis courts, picnic facilities, boat launching ramp, playground, covered pavilions, softball field, soccer field, horseshoe pits, volleyball court and floating boat passenger loading and unloading platform, boat launching ramps are also available at the marina park and in Emerald Bend, the 3,000 square foot Activity Center at the intersection of Boggy Ford Road and American Drive—the facility is used primarily for arts and crafts, bridge groups, meetings and small social functions. The Activity Center also houses a fully-equipped photographic dark-room and Physical Fitness facility, and the Lago Vista Marina currently equipped with 67 boat slips and plans to add another 20.

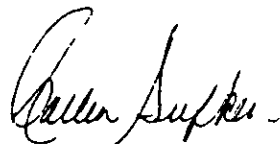
All of the aforementioned parks and facilities are operated for the exclusive use of LVPOA members and in most instances, their accompanied guests. Currently there is no charge to use any of these facilities except the Lago Vista Marina, which entitles the member to the exclusive use of a designated boat slip.



**GENERAL RULES**

1. Pets must be on leash in Association parks
2. Pets are not allowed in Association facilities
3. Nude sunbathing or the wearing of thong bathing suits is not permitted in Association parks
4. It is unlawful to discharge fireworks in Association parks. City of Lago Vista ordinance prohibits the discharge of fireworks
5. Firearms, air and pellet guns, including concealed weapons are not permitted in Association parks and facilities
6. Maximum speed permissible in Association parks is 15 MPH
7. Smoking is not permitted in any Association facility except the smoking lounge of the Bar-K Clubhouse
8. Gambling is not permitted in Association facilities. The Lago Vista Lions Club is permitted to conduct Bingo games in the Bar-K Clubhouse.
9. Camping is not permitted in any Association park except the Lago Vista Campgrounds
10. Alcohol will not be served to minors in Association parks and facilities
11. The Association accepts no responsibility for personal property lost, stolen or damaged in parks and facilities
12. Campfires are not permitted in any LVPOA park except the Lago Vista Campground. Charcoal grills are furnished in most parks for grilling
13. Boats will not be launched from the shoreline of any park posted to restrict such activity.
14. Motorized off-road vehicles, including dirt bikes, are not authorized in Association parks
15. Guests are not permitted in Association parks and facilities unless accompanied by the host member except in those instances where the guest is in possession of an authorized house guest pass

Lago Vista Property Owners' Association parks and facilities are manned by on-site personnel and security patrols with authority to enforce these and other rules, as directed by the Association Board of Directors.



Rollin Siefken, President  
Lago Vista Property Owners' Association



# **LAGO VISTA**

## **BAR-K**

# **RECREATIONAL AREA**

BAR-K MANAGER'S RESIDENCE  
(512) 267-2470

BAR-K CLUBHOUSE  
(512) 267-4333

LAGO VISTA PROPERTY OWNERS' ASSOCIATION  
RULES AND REGULATIONS  
BAR-K RECREATIONAL AREA

AS AMENDED 2/19/98

The following rules and regulations govern the use of the Bar-K Recreational Area and Bar-K Clubhouse by members and their guests

### DEFINITIONS

The **Bar-K Recreational Area** consists of the covered pavilions, swimming pool, playground, picnic areas, launching ramp, tennis courts, sports fields and the remainder of the Bar-K Point

A **member in good standing** is a property owner of record whose maintenance fees are paid in full. A member may assign his right of enjoyment in Association parks and the outdoor recreation areas to any of his tenants who reside there under a leasehold interest. The member shall notify the Association in writing of the names of such persons. The privileges of such persons are subject to suspension under adopted rules and regulations to the extent as those of any member.

A **guest** is a person individually invited by an eligible property owner to attend a Bar-K function. Guests must normally be accompanied by the property owner. House guests may enter the recreational area unaccompanied, provided the property owner has obtained a house-guest pass from the LVPOA Administrative Office. Such passes are normally issued for a period not to exceed seven (7) days. Tenants may share their right of enjoyment in the parks and recreational area with the members of their families, but tenants are not otherwise entitled to guests.

A **Community Service Organization** is defined as any group whose membership contains one or more qualified association members and whose functions or activities are beneficial to the community.

A **Social Organization** is defined as a limited number of members and their guests that gather periodically for the purpose of engaging in a specified type of social activity.

### RESERVATIONS

Community Service Organizations can normally reserve the Bar-K Clubhouse from noon until 12:00 midnight on Monday, from 8:30 a.m. to 4:00 p.m. and from 5:00 p.m. until 12:00 midnight on Tuesday through Thursday. They must submit a request to hold regular meetings or activities to the POA Board of Directors. Requests must be submitted to the Board of Directors no earlier than August 15, nor later than August 31, for meetings or activities planned for the ensuing year. Approval will be granted on a first-come, first-served basis. Any special request for use on either a Friday, Saturday, Sunday or holiday must be in writing and approved by the Board of Directors.

Community Service Organizations desiring additional periodic non-scheduled use of the facilities must confirm reservations with the LVPOA Administrative Office at least 14 days in advance.

Qualified property owners may reserve use of the Bar-K Clubhouse for private functions, except on major holidays, by request to the LVPOA Office 14 days prior to the scheduled function. Reservations made for the ensuing year may be made after September 1 of the current year.

No more than one (1) reservation per property owner will be allowed on the calendar at any one time for a private function. Social organizations desiring more than one calendar date will submit such requests in writing to the Board of Directors for consideration after August 15 for the ensuing year.

On certain occasions, use of any part or the entire Bar-K Recreational Area may be authorized for special events by the Board of Directors. Requests for events of this nature must be submitted to the LVPOA in writing. The Board of Directors is the ultimate authority for approving reservations by individual property owners, Community Service Organizations or Social Organizations. Normally the Board will not approve reservations by one organization or individual property owner on successive days or successive weekends in order that the Clubhouse be available to as many property owners as possible for private functions.

### **FEEES**

A \$100 refundable damage deposit will be required at the time of reservation. If cancellation is necessary and not reported 15 days prior to the scheduled activity, a \$25 cancellation fee will be deducted from the \$100 damage deposit.

### **LAUNCHING RAMP**

Eligible property owners are entitled to launch boats free of charge at all times. Guests may also launch boats free of charge when accompanied by a property owner or when otherwise authorized.

Vehicles and boat trailers must be parked in designated areas only. Those not in compliance will be towed. Boats must be anchored so as not to impede the use of the launching ramp by others. Vehicles, boats or trailers left in the Bar-K Recreational Area longer than 24 hours are subject to being towed.

### **GENERAL RULES**

With the exception of special events, use of the Bar-K Recreational Area will be on a first-come, first-served basis.

All functions which include participants of school age must be properly chaperoned.

Activities of guests attending Clubhouse functions will normally be confined to the Clubhouse only.

Property owner hosts must be in attendance with guests during a scheduled function in the Clubhouse and are responsible for the actions of guests.

The Bar-K Clubhouse will be open on New Year's Eve for a traditional community activity. The Clubhouse will be closed on New Year's Day, Thanksgiving Day and both Christmas Eve and Christmas Day and may not be reserved for private use. Because of traditional activities in the recreation area, the Clubhouse may not be reserved for private use on the Fourth of July.

The Clubhouse may be closed at times designated by the Board of Directors for cleaning and repairs.

### RESTRICTIONS

- 1 Smoking in the Clubhouse is restricted to the smoking lounge only
- 2 Positively no alcohol will be served to minors
- 3 Gambling is not permitted
- 4 The sale of alcoholic beverages is prohibited, unless sold under license and with specific authorization by the Board of Directors
- 5 No camping, except as approved by the Board of Directors, will be allowed at any time in the Bar-K Recreational Area
- 6 Persons in bathing suits, with bare feet or without a shirt will not be permitted to enter the Clubhouse at any time
- 7 Swimmers in Bar-K swimming areas swim at their own risk. Lifeguards are not on duty, and the LVPOA does not accept responsibility for swimming accidents
8. The LVPOA accepts no responsibility for personal property lost, stolen or damaged in the Bar-K Recreational Area and Bar-K Clubhouse
- 9 All pets must be on a leash in the Bar-K Recreational Area. Pets are not allowed in the Clubhouse
- 10 Firearms are not permitted in the Bar-K Recreational area. This includes air and pellet guns
- 11 It is unlawful to discharge fireworks in the Bar-K Recreational Area. City of Lago Vista ordinance #66-05-21-04 prohibits the discharge of fireworks
- 12 The speed limit is 15 mph at all times in the Bar-K Recreational Area
- 13 All activities in the Bar-K Recreational Area will be terminated at 12:00 midnight except those instances where supervised functions or camping have been approved by the Board of Governors
- 14 Food served in the Bar-K Clubhouse must be prepared outside the clubhouse. Accommodation is provided for warming and refrigeration during reserved or regular scheduled activities



# LAGO VISTA CAMPGROUNDS

CAMPGROUND OFFICE  
(512) 267-2796

LAGO VISTA PROPERTY OWNERS' ASSOCIATION  
RULES AND REGULATIONS  
LAGO VISTA CAMPGROUNDS

AS AMENDED 3/15/94

## REGISTRATION

All members and guests must register at the campgrounds office upon arrival and specify their anticipated length of stay. Guests will be expected to pay their fees at that time.

All property owners will be checked to verify that they are members in good standing. Positive identification will be required to facilitate such verification. Those who are not members in good standing for non-payment of fees will be required to pay all outstanding fees and penalties before camping.

Members are normally authorized two weeks during any given stay. Fees are not required for such stays. Consideration for longer stays will be given. If approved, electric fees may be required for such extensions.

## GUEST CAMPING

Camping on weekends and national holidays is normally restricted to the member and one family of guests only. Two camping/sleeping set-ups are authorized on the same campsite, e.g., two tents, one pop-up and one tent, etc. Consideration will be given to allow additional guests after Labor Day weekend and before Memorial Day weekend.

Authorized tenants and members of their family residing in the leased property are authorized to use the campgrounds as guests, but are not otherwise entitled to other guests. Accordingly, they will be expected to pay appropriate electrical fees.

Guests of non-resident members must be accompanied by the member. Married children and single children that do not reside with the member are considered guests. Exception is made for full-time students provided student status can be verified.

Members are responsible for the conduct of their guests. The rights and privileges of such persons are subject to suspension under adopted rules and regulations to the same extent as members.

**FEEES**

The following daily electric fees are applicable for the type of hookup indicated

Tents and pop-up campers without air conditioning	\$4 00
Trailers and motor homes with air conditioning under 11,500 BTU . . . . .	\$5 00
Trailers and motor homes with air conditioning over 11,500 BTU . . . . .	\$6 00

**GENERAL RULES**

- Campsites are available on a first-come, first-served basis
- Each restroom and shower facility will be closed for an hour daily for cleaning
- No three or four wheel ATV's are allowed in the campgrounds
- It is not permissible to dispense grey water on the ground
- When more than one person, a corporation or a partnership holds such interest in any lot, tract or dwelling unit thereon, only one person, as designated in writing and signed by all owners of the lot, shall be recognized as the member. All others will be treated as guests
- Campers are not permitted to bring oak firewood into the campgrounds due to the threat of Oak Wilt
- Day visitors must vacate the campgrounds by 11 00 p m
- All loud talking and noise will cease by 11 00 p m so as not to disturb those campers desiring to retire for the night
- No camping is permitted in unauthorized areas



### GENERAL RULES (Continued)

- Roadways will not be blocked by camping equipment or vehicles
- Maximum speed in the campgrounds is 15 miles per hour
- Campers are expected to obey one-way signs
- Dogs must be kept on a leash at all times
- Animals are not permitted in restrooms
- Fires are permitted in established fire enclosures only and must be extinguished each night
- It is unlawful to discharge firearms, to include air and pellet guns, within the City of Lago Vista
- It is unlawful to discharge fireworks within the City of Lago Vista
- Boat trailers will be parked in designated areas unless arriving or departing the campgrounds
- No tents, campers, boats, trailers or any other type of personal equipment or property will be left in the campgrounds should the owner depart the area for more than the day unless special liability arrangements are made at the office for emergencies or other bonafide extenuating circumstances



**LVPOA FITNESS CENTER  
INFORMATION  
PAMPHLET**



February 1999

**Location: Boggy Ford at American Drive**

Phone Nos . LVPOA Admin Office 267-2895  
Fitness Center 267-6120

**Fitness Center Rules of Operation**

1. This facility is exclusively for LVPOA members and their accompanied Houseguests See also: **Houseguests**
- 2 Participants must be 18 years or older
- 3 You must sign in anytime you use the facility Houseguests sign in under separate section provided.
- 4 All participants must read and sign the *Informed Consent* and *Emergency Information* forms before using the facility
5. Proper attire, especially suitable exercise shoes, must be worn
6. No smoking, food or drink is allowed Water in bottles is permitted, please take them with you when you leave.
7. Hours of operation are included with this pamphlet and posted in this facility. Participants are expected to leave promptly at closing time so that the building can be secured
- 8 The Fitness Consultant and the volunteers are here to supervise and assist. Participants are expected to cooperate fully with these personnel.
9. The bulletin board is reserved for fitness information Unrelated information and other soliciting will be removed

### **Use and Operation of the Fitness Center**

1. Members desiring to use this facility must come to the LVPOA Administrative Office and fill out the forms which include the following:
  - 1) *Informed Consent*
  - 2) *Emergency Information*Note: If unable to come to the administrative office during office hours (M-F 8.00 am - 5:00 pm), call and other arrangements can be made
2. When your forms are completed and your membership status is verified, your name will be placed on the roster at the Fitness Center and you may begin using the facility.
3. All participants are encouraged to meet with the Fitness Consultant to discuss needs, health concerns and disabilities or impairments before starting an exercise program. Physician consultation is recommended before beginning any exercise program.
4. The Fitness Center is manned totally by volunteers and occasionally there are periods not covered. The facility will not be open during these times. We ask for your patience in these infrequent instances. If you would like to volunteer your services please contact the LVPOA Administrative Office.
5. This facility is paid for from the LVPOA general fund and is operated by member volunteers. Please follow the rules.

### **Houseguests**

1. LVPOA members residing in the Lago Vista community area desiring their houseguests to use the Fitness Center must obtain a Houseguest Pass from the LVPOA Administrative Office. The guest must fill out and sign both the *Informed Consent* and the *Emergency Information* forms. Once these forms are on file with the LVPOA, they do not need to be submitted again when subsequent passes are issued.
2. Houseguest Passes are good for up to one week. Any exceptions require the approval of the General Manager.
3. Members must accompany their guests at the Fitness Center.
4. LVPOA members have first priority on the treadmills.

**LVPOA Facilities:**

**Private Parks**

1. Bar-K Point - fully developed park with boat ramp and full time managers
2. Campground Park - full service RV and camping, full time managers
3. Marina Park - maintained with launching ramp and boat marina
4. Greenshores Park - mowed with picnic facilities
5. Arrowhead Park - natural state, picnic facilities
6. Heather Park - natural state
7. Emerald Bend - natural state
8. Emerald Bend launching ramp - small park with boat ramp only
9. Hancock Park - mowed, picnic facilities, small swing set, monkey bars, slide and toilet
10. Cody Park - jogging path, picnic facilities and toilet

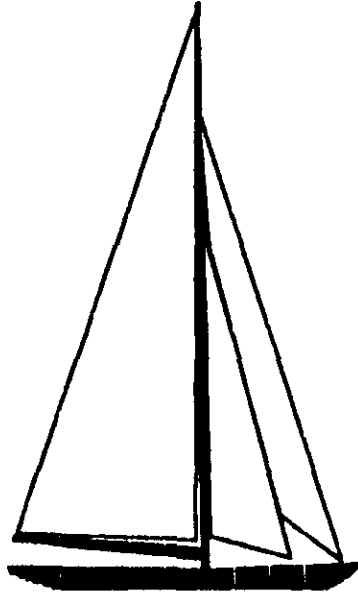
**Other Private Facilities**

1. Bar-K Clubhouse and swimming pool - this nicely maintained facility can be used for meetings and entertaining up to 200 guests. The clubhouse is used almost 500 times a year. The swimming pool is fenced and gated.
2. The Johnson Room - part of the Bar-K facility, beautifully furnished suitable for small meetings and receptions
3. The Activity Center - a center for meetings and entertaining located at the opposite side of Lago Vista from the Bar-K facility. The facility has a dark room for photo buffs. The building was remodeled in 1997 to accommodate an expanded fitness center. The Activity Center averages about 60 events each month.
4. Fishing Well - attached to one end of the marina is an indoor fishing facility with a lighted enclosed 16' by 30' well for our members. Entrance through an electronic gate requires an access card. There is a \$10 annual fee to use the fishing well.

**Contact the LVPOA Administrative Office  
for more details on these facilities**

November 1997

## Lago Vista POA Marina Rules and Regulations



***All boat slip tenants and other persons using the Lago Vista Marina and harbor shall abide by Marina rules and all applicable governmental regulations. The rules are intended to assure maximum enjoyment and safety at the Marina for everyone.***

***Each tenant is responsible for making sure that his family, tenants and invitees comply with these rules while such persons are on the premises of the Lago Vista Marina and the adjacent parking and shore areas.***

***Under these rules, the term "boat" includes all motor and sailing vessels, pontoon boats, canoes, barges, jet skis, other personal watercraft, and other marine vessels. The term "equipment" includes all personal property other than boats.***

**Physical Location: Marina Park (end of Park Drive)**

**LVPOA Administrative Office Phone No 267-2895**

**LVPOA Marina Rules of Operation**

- 1. Parking** All vehicles, trailers, cars, cycles, etc must observe posted speed limits while in the parking lot and access roads adjacent to the marina. Parking is permitted in authorized areas only. All persons parking in the parking area shall refrain from throwing trash, ashtray contents or other debris on the parking area. All vehicle owners and all persons parking in the parking areas shall be responsible for promptly repairing flat tires or other conditions of the vehicle which cause unsightliness in the reasonable judgment of the Lessor. If vehicles are blocking driveways or passageways or parked in violation of these rules and regulations or State statutes, Lessor may exercise vehicle removal remedies under Article 6701g-1 and 6701g-2 upon compliance with statutory notice.
- 2. No wake.** Boat operators shall observe a "No Wake Speed" in the harbor and around all docking areas. When approaching or entering the harbor entrance, boat operators shall slow their boat to a speed so as not to create waves to rock the marina buildings and other structures and boats moored within.
- 3. No running.** There shall be no running on the dock or walkways.
- 4. No smoking in fuel areas.** There shall be no smoking or open flames (including pilot lights) in fueling area or during fueling operations.
- 5. Quiet.** There shall be reasonable quiet on the Marina and in adjacent parking and shore areas.
- 6. Disturbance.** There shall be no obscene acts, drunkenness, profane language or discharging of firearms on the Marina and in adjacent parking and shore areas.
- 7. Swimming.** There shall be no swimming, diving or scuba diving in the harbor or marina at any time except that, in the immediate area of a tenant's slip, swimming will be allowed for cleaning or repairing boats. Under no circumstances shall swimming pose an obstacle to boat traffic.
- 8. Pets.** Dogs must be under leash and may not run loose on the Marina or in the adjacent parking and shore areas. Pets may not be left unattended. Pets are not allowed to defecate on the Marina docks or in adjacent parking areas.

or mowed areas on shore. Tenants shall be responsible for immediate cleanup in case of pet defecation by a pet of a tenant or his family or guests.

9. **Obstructions.** No one may obstruct pedestrian walkways with materials, supplies, accessories, debris, trash or boat protrusions. Tenants and their family and guests shall remove trash and garbage to receptacles provided. Lessor may remove any non-complying structures or signs.
10. **Nuisance.** Tenants and their family and guests shall conduct themselves at all times so as to create no annoyance, hazard or nuisance to the Marina or to other persons. Tenants may use the Marina for the purpose for which it is intended but may not hinder or encroach upon the lawful rights of others.
11. **Boat Owner Authorization.** All boats shall be locked when the owner is not present. No one may use any boat except his own without the boat owner's permission. Unless Lessor has been informed that a boat will be used without the owner being present, Lessor is authorized to prohibit boat use by persons not listed with the Lessor as the boat owner.
12. **Pump-outs.** No one may pump out or discharge heads or holding tanks anywhere in the Marina, surrounding waters or in Marina Park. No one may pollute with oil gas, or other chemicals in and around the dock area.
13. **Ramps.** Use of any boat ramp is at the sole risk of the person using it and is limited to loading and unloading boats moored in the Marina and boats owned by the Lago Vista lot owners.
14. **Insurance.** Nothing shall be done or kept on the Marina or in adjacent Parking and shore areas which will increase the rate of insurance at the Marina. No tenant shall permit anything to be done or kept in his slip which will result in cancellation of insurance on any part of the Marina.
15. **Cleats, mooring devices and hydrolifts.** Tenants shall make diligent efforts to maintain the marina and shore areas. Tenant may not make repairs or alterations to the Marina and may not screw or nail anything to the Marina without Lessor's approval. Installation of cleats, hydrolifts, bumpers, carpeting, electrical outlets, roll-up sun screens and similar items must conform to Marina policy for materials, location, quality, color, manner of installation, etc.
16. **Mooring lines.** All boats floating in boat slips shall be moored securely with 1/2" or larger nylon lines. All equipment and non-floating boats shall be secured properly. If in the reasonable judgment of any Lessor or Lessor's employee or representative, a boat or equipment in a slip or adjacent space



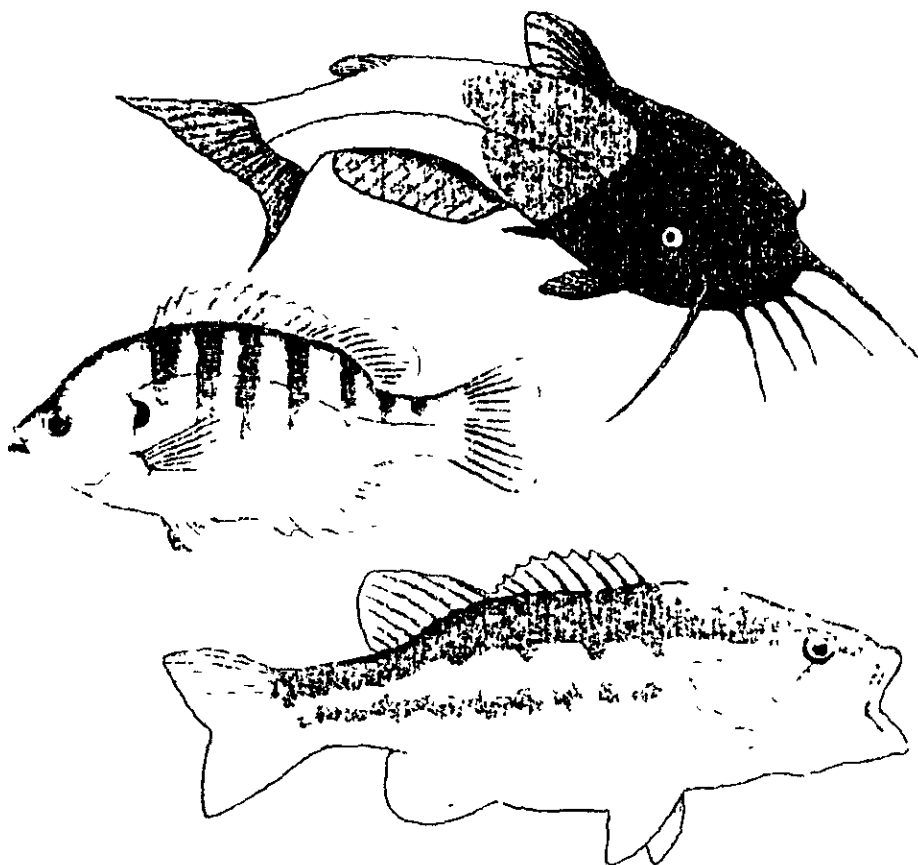
has not been moored or secured in compliance with the foregoing, Lessor may cause such boat or equipment to be moored or secured in compliance with the foregoing, Lessor may cause such boat or equipment to be moored or secured in compliance with these rules without prior notice to the tenant, boat owner or equipment owner, and Lessor may charge the tenant a reasonable fee for labor and materials unless the tenant demonstrates to Lessor's reasonable satisfaction that the boat or equipment was not authorized by him or his family or guests

17. **Security and vandalism.** Lessor shall have the right, but not the duty to take action to minimize vandalism, theft, and other criminal acts of third parties and may take action to minimize intrusion upon the Marina by unauthorized persons. Under no circumstances shall Lessor be responsible for the security of Lessee's boat or other personal property located on the Marina. Lessor and its employees shall have the right to request unauthorized persons to leave and the right to summon law enforcement officers to enforce trespass and other criminal laws of every kind and nature.
18. **Identity of boat and ownership.** Lessor may require disclosure of name of boat owner, street address, and telephone for any boat in Lessee's slip.
19. **Boarding boats.** No one may board a boat without permission of the boat owner. Boat owners and operators shall be liable for damage to other boats and the Marina by violation of these rules by such boat owners and operators.
20. **Rule change.** Lessor may amend or change these rules by sending copies of the change to all tenants.



January 1998

# **LVPOA FISHING WELL RULES AND REGULATIONS**



**LVPOA Fishing Well**

**Location:** Marina Park (end of Park Drive adjacent to  
LVPOA Marina)  
Telephone LVPOA Administrative  
Office 267-2895

**Hours:** 24 Hours a day, 7 days a week

**Definitions**

- 1 Fishing Well A floating dock adjacent to the marina designated exclusively for fishing
- 2 Member A property owner of record whose annual maintenance fees are paid in full (a member in good standing)
- 3 Guest A person individually invited and accompanied by a member
- 4 Entry card A plastic card (credit card size) or special tag used in conjunction with a gate mounted card reader for entry to the fishing well

**Fees**

- 1 A \$10.00 card fee will be required at the time of issuance of the entry card. Entry cards must be renewed annually on the date of issuance. Entry cards are issued at the LVPOA Administrative Office
2. Should the entry card be lost or stolen the member must pay another \$10.00 for a new card and the old card will be voided for entry to the fishing well

**General rules**

- 1 All fishing will be from the the fishing well dock (inside or outside) The boat slip portion of the marina is off limits for fishing The gate to the boat slips will be kept locked at all times
2. No swimming allowed
- 3 There will be no docking, loading or unloading of boats from the fishing well
- 4 There will be no running on the walkways inside or out
- 5 There will be no loud noises or disturbances of any kind
6. The LVPOA accepts no responsibility for personal property lost, stolen or damaged at the fishing well
- 7 Guests must be accompanied by a member The member is responsible for the actions of the guest
- 8 Children under 12 must be accompanied by an adult It is strongly encouraged that children under 12 be in life preservers while on the fishing well
- 9 Pets are not allowed on the fishing well
- 10 All trash will be deposited in the receptacle provided Members guests and tenants are expected to maintain the fishing well in a clean and orderly condition
- 11 No cleaning of fish is allowed on the fishing well, ramps or walkways,
- 12 Compliance to Texas fishing rules, regulations and licenses is required
- 13 Normal fishing courtesies and prevention of injury to others are required at all times

**Lago Vista Property Owners' Association**

**LVPOA Facilities**

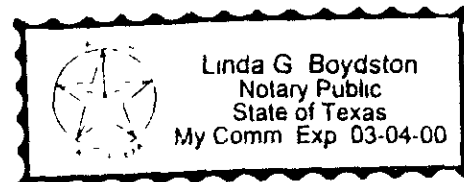
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- 3 The Activity Center - a center for meetings and entertaining located at the opposite side of Lago Vista from the Bar-K facility The facility has a dark room for photo buffs The building has just been remodeled to accommodate an expanded fitness center The Activity Center averages about 60 events each month
- 4 Fishing Well - A lighted indoor fishing dock located at the LVPOA Marina
- 5 Tennis Courts - Two lighted, well maintained courts, fenced and screened, across from Bar-K Clubhouse
- 6 Basketball courts - Two non-regulation size courts adjacent to the administrative building and tennis courts

Contact the LVPOA Administrative Office for more details  
 21309 Paseo de Vaca  
 Lago Vista, Tx 78645  
 267-2895



*Linda G. Boydston*

EXECUTED THIS 10<sup>th</sup> DAY OF DEC, 1999.

*Rollin Sicken*

This document was acknowledged by Rollin Sicken, General Manager, Lago Vista Property Owners' Association, on behalf of Lago Vista Property Owners' Association.

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

01-14-2000 01 01 PM 2000006308  
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DANA DEBEAUVOIR , COUNTY CLERK  
TRAVIS COUNTY, TEXAS

**Recorders Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded