

TURTLE CREEK HOMES ASSOCIATION, INC.

Home Owner's Association for Turtle Creek Village.

Established for the preservation and maintenance of Common Properties therein and recreational and other facilities in connection therewith, and collection of membership assessments.

INFORMATION FOR MEMBERS

I. MEMBERSHIP

- (1) Every owner of a lot in Turtle Creek Village is automatically a member of the Turtle Creek Homes Association, Inc.
- (2) Each lot carries with it the right of only one voting membership, even though a lot may be owned by more than one person.
- (3) In no event shall more than one vote be cast with respect to any lot (except lots not yet sold by the Developer of Turtle Creek Village, in which case three votes per unsold lot will be allowed--an assurance to home owners that the original concept of the Developer will be realized. The Developer's three votes per lot will become one vote per lot when the total home owner votes equal the total Developer votes, or on January 1, 1980, whichever occurs first).
- (4) The Association will be managed by a three-member Board of Directors. The initial Directors are designated in the Articles of Incorporation of Turtle Creek Homes Association, Inc., and thereafter the directors will be elected by the members of the Association. The number of Directors may be changed from time to time, but cannot be less than three or more than nine. Directors do not have to be members of the Association.

II. ASSESSMENTS:

A. ANNUAL ASSESSMENTS:

- (1) Annual assessments will be required of every member, whether or not he uses the Common Properties or recreational or other facilities. Each member will pay the same amount, regardless of size of lot or home or members in the family.
- (2) Until the year beginning January, 1976, the annual dues shall not be more than \$180 per lot. From and after January 1, 1976, annual assessments may be increased by vote of the members. The Board of Directors may fix the actual assessments for any year at a lesser amount. Assessment for the first year are due on the date fixed for commencement (and will be adjusted according to the number of months remaining in the calendar year), and are due on March 1 of each year after the first year.

- (3) Unsold lots held by Developer shall pay annual assessments on the same per-lot basis as other lot owners.
- (4) If annual assessments are not paid on the due date, such assessments, together with interest and collection costs, are a continuing lien on the pertinent lot, and the Association may bring an action to collect the dues against the lot owner or may foreclose the lien.
- (5) The person who is actually the owner of the lot at the time when each annual assessment is to be paid is responsible for paying it, and delinquent assessments do not become the responsibility of a succeeding owner unless he so agrees.
- (6) When a member sells his lot, he transfers with the sale his membership in the Association, and the new owner will automatically become responsible for upcoming annual assessments.
- (7) Annual dues shall be used exclusively to improve and maintain the Common Properties and the recreational and other facilities in connection therewith.

B. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

- (1) Special assessments for capital improvements may be required if approved by two-thirds vote of the members.
- (2) A special meeting for this purpose must be called, with written notice sent to all members not less than 30 days in advance of meeting. At least 60% of the membership must be present for any action to be taken. If a second meeting is necessary, it must be held within 60 days, is subject to the same notice requirements, and only 30% of the membership must be present.

III. USE OF COMMON PROPERTIES AND FACILITIES

- (1) Every member of the Association has a right and easement of enjoyment in and to the Common Properties.
- (2) If the owner of the property has sold it under a contract of sale, or has leased or rented it for one year or more, he may delegate his rights and privileges to the Common Properties to his purchaser or his tenant, but he remains responsible for all assessments so long as he is the record owner of the property.
- (3) The Association may charge reasonable admission and other fees for the use of the Common Properties.
- (4) A member may lose his voting rights and may not use facilities during any period of time that his dues are delinquent or for a period of up to 30 days for any infraction of published rules and regulations.

- (5) The Association may sell or transfer all or part of the Common Properties to any public agency, authority, or utility if agreed to by two-thirds vote of the members in writing after 90 days notice.

IV. OTHER RIGHTS AND OBLIGATIONS

- (1) The Declaration of Covenants and Restrictions pertaining to Turtle Creek Village (recorded in Vol. 424, Page 155 of the Deed Records of Wharton County, Texas) and the Association's Articles of Incorporation, and Bylaws, which set forth other rights and obligations of members, and also describe more fully the above-described matters, are hereby referred to and made a part hereof. Copies of such documents are available from the Developer upon request.