D223052803 03/30/2023 11:15 AM Page: 1 of 62 Fee: $263.00 Submitter: Silver Star Title, LLC DBA Sendera Title
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MARY LOUISE NICHOLSON
COUNTY CLERK

NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR CITY POINT NRH RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS

COUNTY OF TARRANT

This Notice of Filing of Dedicatory Instruments for City Point NRH Residential Homeowners Association, Inc. ("Notice") is made by and on behalf of City Point NRH Residential Homeowners Association, Inc. (the "Association").

RECITALS:

WHEREAS, the Association is a property owners association as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, The Association is governed by a dedicatory instrument, which covers the property described therein entitled Declaration of Covenants, Conditions and Restrictions for City Point NRH Residential Homeowners Association, Inc., filed or to be filed in the Real Property Records of Tarrant County, Texas (the "Declaration"), as City Point NRH Residential Homeowners Association, Inc., such may be amended, supplemented and/or corrected from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code requires a property owners association to file the dedicatory instrument in the Real Property Records of each county in which the property to which the dedicatory instrument relates is located; and

WHEREAS, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.

NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:

1. **City Point NRH Residential Homeowners Association, Inc., Bylaws and Policies.**

IN WITNESS WHEREOF, the undersigned agent of City Point NRH Residential Homeowners Association, Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.

[Signature follows on next page]

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By: _____
Ronald J. Corcoran, President,
Essex Association Management L.P., Its
Managing Agent.

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ronald J. Corcoran, President, Essex Association Management L.P., on behalf of City Point NRH Residential Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27 DAY OF March **, 2022.** 23

ALYNN STAPP
Notary Public, State of Texas
Comm. Expires 01-16-2024
Notary ID 132317857

_____
Notary Public in and for the State of Texas

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BYLAWS
OF
CITY POINT NRH RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
INTRODUCTION

The name of the corporation is City Point NRH Residential Homeowners Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in Tarrant County, Texas, 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 modified by the Declarant's reservations in that certain Declaration of Covenants, Conditions and Restrictions for City Point NRH recorded in the Official Public Records of Tarrant County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE II
DEFINITIONS

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 City Point NRH Residential 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 of Covenants, Conditions and Restrictions for City Point NRH as the same may be amended from time to time, together with the Certificate, Bylaws, and 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, including, without limitation, the Records Production Copying Policy attached hereto as Schedule 1 and the Alternative Payment Schedule Policy attached hereto as Schedule 2.

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Section 2.6. Board. "Board" shall mean the Board of Directors of the Association. During the period of Declarant control, Declarant shall have the sole right to appoint and remove Directors of the Board.

Section 2.7. Bylaws. "Bylaws" shall mean the 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 City Point NRH Residential 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 MM City Point 53, 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, Conditions and Restrictions for City Point NRH", 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.

Unless otherwise defined in these Bylaws or the context otherwise requires, each term used in these Bylaws with its initial letter capitalized which has been specifically defined in the Declaration and not otherwise specifically defined in this Article II shall have the same meaning herein as given to such term in the Declaration.

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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 earlier of (i) the date which is one hundred twenty (120) days after seventy-five percent (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Tarrant County, Texas, and each subsequent regular annual meeting of the Members shall be held on such date as selected by the Board of Directors who shall, whenever possible, hold the annual meeting in the same month each year thereafter unless a different date is selected by the Board of Directors. The annual meeting shall not be held on 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 who are entitled to vote fifty-one percent (51%) or more of the votes 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 the 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.

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 the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be five percent (5%) of all the votes of all Members. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. If the required 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 a Member or his attorney-in-fact; (ii) identify the Lot to which the vote is 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

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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, a majority of the Members present at that meeting, 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 at least a majority of votes 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.

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Section 3.12. Telephone Meetings. Members of the Association 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, without joinder or consent of any Members. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate of Formation. The Board of Directors may be increased to up to five (5) persons by action of Declarant during the Development Period, and thereafter by the Board, without joinder or consent of any Members. The initial Directors shall serve until their successors are elected and qualified. Except as is provided in the Declaration and in Sections 4.1(b) and 4.1(c) below, **Declarant shall have the absolute right to appoint and remove members of the Board of Directors during for as long as Declarant owns any Lot affected by the Declaration.**

(b) From and after the first annual meeting of Members and until the date (the "Transition Date") which is the earlier of (i) one hundred-twenty (120) days after seventy-five (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Tarrant County, Texas, the Board of Directors shall consist of three (3) persons appointed by Declarant who need not be Members of the Association. On and after the Transition Date, the Board of Directors shall include two (2) persons appointed by Declarant and one (1) person elected by a majority vote of Class A Members ("Non-Declarant Director") at such meeting at which quorum is present, which Non-Declarant Member shall serve for a period which is the shorter of one (1) year, or until the next annual meeting of the Members at which the Non-Declarant Member (or replacement thereof) shall be elected. The Non-Declarant Director shall be elected at the first annual meeting (or special meeting called for such purpose by the President of the Association) of Members held on or after the Transition Date. On and after the date on which the last Lot is sold to a non-Declarant Owner (the "Declarant Turnover Date"), the President of the Association will call a meeting of the Members of the Association where the Members will elect one (1) Director for a three (3) year term, and two (2) Directors for a two (2) year term. The member obtaining the most votes will serve the three (3) year term and the remaining two (2) will serve a term of one (1) year. Upon expiration of the term of a Director elected by the Members pursuant to this Section 4.1(b), his or her successors shall serve terms of two (2) years. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The Board of Directors shall have the power and authority when it is deemed in the

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best interest of the Association to change or alter the terms of office which shall be done by Board resolution notwithstanding, terms must remain staggered for the purpose of continuity.

(c) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

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.

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

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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 5.5. 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.

Section 5.6. Open Board Meetings. The Board shall hold open board meetings in accordance with Section 209.0051 of the Texas Property Code. Regular and special board meetings must be open to Owners, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications

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with the Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Decisions made in executive session must be summarized orally and placed in the minutes and include general explanation of expenditures approved in executive sessions. Members shall be given notice of the date, time, hour, place and general subject matter of a regular or special meeting of the Board, which notice shall be either (i) mailed to each Owner no later than the 10th day or earlier than the 60th day before the date of the meeting, or (ii) posting notice of such meeting at least 144 hours before the start of a regular Board meeting and at least 72 hours before the start of a special board meeting (A) in a conspicuous manner reasonably designed to provide notice to Members in a place located within Common Areas or on the Association's website maintained by the Association or its managing agent, and (b) sending notice via electronic mail to each Owner that has registered an e-mail with the Association. Except as provided by this Section 5.7, a Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Owners required hereunder, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any action taken without notice to Owners under this Section 5.7 must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to owners as noted in this Section 5.7 and required under Section 209.0051 of the Texas Property Code, consider or vote on any of the following: (1) fines; (2) damage assessments; (3) initiation of foreclosure actions; (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (5) increases in assessments; (6) levying of special assessments; (7) appeals from a denial of architectural control approval; (8) a suspension of a right of a particular Owner before the owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue; (9) lending or borrowing money; (10) the adoption or amendment of a dedicatory instrument; (11) the approval of an annual budget or the approval of an amendment of an annual budget; (12) the sale or purchase of real property; (13) the filling of a vacancy on the Board; (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (15) the election of an officer. Furthermore, during the Development Period, open Board meetings shall be require if the meeting is conducted for the purpose of (A) adopting or amending the governing documents, including declarations, bylaws, rules, and regulations of the Association; (B) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (C) electing non-Declarant Board members of the Association or establishing a process by which those Board members are elected; or (D) changing the voting rights of Members of the Association

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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) to the maximum extent permitted under applicable law, 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;

(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.

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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 fifty-one percent (51%) of all outstanding votes; and

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

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. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

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

(a) President. The President, or any person designated by the Board, presides over meetings of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments such as promissory notes.

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(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 by the President or the Board.

(c) Secretary. The Secretary shall cause to be recorded the votes and cause to be kept the minutes of all meetings and proceedings of the Board and of the Members; serve notice or cause to be served notice of meetings of the Board and of the Members; cause to be kept 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 oversee the receipts and deposits in appropriate bank accounts all monies of the Association and shall oversee the disbursement of such funds as directed by resolution of the Board; shall sign, at the direction of the Board, promissory notes of the Association; cause to be kept 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 cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and cause to be delivered 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. Notwithstanding the foregoing or anything to the contrary contained herein, the Architectural Control Committee shall be established by Declarant and comprised of members appointed by Declarant until such time as the appointing Declarant either relinquishes such power by written notice to the Board, or no longer owns any Lot in accordance with Section 3.2 of the Declaration, as amended from time to time.

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.

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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 Section 4.1 of these Bylaws, **Declarant is entitled to appoint and remove all members of the Board of Directors until the Transition Date and thereafter, two members of the Board of Directors until the Declarant no longer owns any portion of the Property**. Until Declarant's right to appoint 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 Declarant Turnover Date, by unilateral vote or written consent of Declarant, and thereafter (ii) by a majority vote or written consent of a majority of the Directors on the Board of Directors of the Association at an open meeting of the Board of Directors of the Association with notice having been given to the Members of the Association in accordance with Section 209.0051 of the Texas Property Code, as amended from time to time.

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'

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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.

I, the undersigned, being the Secretary of CITY POINT NRH RESIDENTIAL HOMEOWNERS ASSOCIATION, INC., does 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 December 9th, 2021.

Dustin Warren, Secretary

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EXHIBIT A

TO THE BYLAWS OF

City Point NRH Residential Homeowners Association, Inc.

Certificate of Formation

Consent of Directors in Lieu of Organizational Meeting

Declaration Page

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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

City Point NRH Residential Homeowners Association, Inc.
File Number: 804287772

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/25/2021

Effective: 10/25/2021

Jose A. Esparza
Deputy Secretary of State

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Filing#:804287772 Document#:1088866850003 Filed On 10/25/2021 received by Upload

Form 202 **(Revised 05/11)** Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 **Filing Fee: $25**	**Certificate of Formation** **Nonprofit Corporation**	This space reserved for office use.

Article 1 – Entity Name and Type

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

City Point NRH Residential Homeowners Associaton, Inc.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity 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:

Ron		Corcoran	
First Name	*M.I.*	*Last Name*	*Suffix*

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

c/o Essex Association Management, LP, 1512 Crescent Drive, Suite 112	Carrollton	TX	75006
Street Address	*City*	*State*	*Zip Code*

Article 3 – Management

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

A minimum of three directors is required.

Director 1					
Mehrdad		Moayedi			
First Name	*M.I.*	*Last Name*			*Suffix*
c/o 1512 Crescent Dr., Suite 112	Carrollton		TX	75006	
Street or Mailing Address	*City*		*State*	*Zip Code*	*Country*

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Director 2					
Brock		Babb			
First Name	*M.I.*	*Last Name*			*Suffix*
c/o 1512 Crescent Dr., Suite 112	Carrollton		TX	75006	
Street or Mailing Address	*City*		*State*	*Zip Code*	*Country*

Director 3					
Dustin		Warren			
First Name	*M.I.*	*Last Name*			*Suffix*
c/o 1512 Crescent Dr., Suite 112	Carrollton		TX	75006	
Street or Mailing Address	*City*		*State*	*Zip Code*	*Country*

OR

☐ The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

Article 4 – Membership

(See instructions. Do not select statement B if the corporation is to be managed by its members.)

☒ A. The nonprofit corporation shall have members.

☐ B. The nonprofit corporation will have no members.

Article 5 – Purpose

(See instructions. This form does not contain language needed to obtain a tax-exempt status on the state or federal level.)

The nonprofit corporation is organized for the following purpose or purposes:

Homeowners association

The following text area may be used to include any additional language or provisions that may be needed to obtain tax-exempt status.

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Supplemental Provisions/Information

(See instructions.)

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

Organizer

The name and address of the organizer:

Hilary Tyson			
Name			
2925 Richmond Ave., Suite 1400	Houston	TX	77098
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

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

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

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

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 to execute the filing instrument.

Date: October 21, 2021

Signature of organizer

Hilary Tyson

Printed or typed name of organizer

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CONSENT OF DIRECTORS IN LIEU OF ORGANIZATIONAL MEETING OF CITY POINT NRH RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

The undersigned, being all of the members of the Board of Directors of City Point NRH Residential Homeowners Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association"), do hereby consent, pursuant to the Texas Business Organization Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on October 25, 2021, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association until the first annual meeting of the members and until said director's successor or successors have been duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

2. BYLAWS

RESOLVED, that the form of Bylaws attached hereto, are approved and adopted as the Bylaws of the Association, and the Secretary of the Association is instructed to insert the original thereof in the minute book of the Association.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Mehrdad Moayedi	-	President
Brock Babb	-	Vice President
Dustin Warren	-	Secretary and Treasurer

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4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Association be established and maintained at c/o Essex Association Management, LP, 1512 Crescent Drive, Suite 112, Carrollton, TX 75006, and that Ron Corcoran is hereby appointed as registered agent of the corporation in said office.

5. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association. The Board hereby adopts the Records Production and Copying Policy attached hereto as Schedule 1 and authorizes the secretary to execute same and cause such policy to be recorded in the applicable county public records.

6. ORGANIZATIONAL EXPENSES

RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

7. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

8. DEPOSITORY RESOLUTIONS

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the "Bank"), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:

Mehrdad Moayedi, President and Director
Brock Babb, Vice President and Director
Dustin Warren, Secretary, Treasurer and Director
Ron Corcoran, Essex Association Management, LP
Anna Corcoran, Essex Association Management, LP

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association's funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the

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personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefor.

9. ALTERNATIVE PAYMENT PLAN POLICY

The Board hereby adopts the Alternative Payment Schedule Guidelines for Certain Assessments attached hereto as Schedule 2 and authorizes the secretary to execute same and cause such policy to be recorded in the applicable county public records.

10. SECURITY MEASURES POLICY

The Board hereby adopts the Security Measures Policy attached hereto as Schedule 3 and authorizes the secretary to execute same and cause such policy to be recorded in the applicable county public records.

11. PANDEMIC POLICY

The Board hereby adopts the Pandemic Policy attached hereto as Schedule 4 and authorizes the secretary to execute same and cause such policy to be recorded in the applicable county public records.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective as of (but not necessarily executed on) the 9th day of December 2021.

Mehrdad Moayedi, President

Brock Babb, Vice President

Dustin Warren, Secretary

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DECLARATION PAGE

FOR THE ADOPTED POLICIES ON BEHALF OF

CITY POINT NRH RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

Pursuant to the Covenants, Conditions and Restrictions and the Bylaws (the "CC&R's" and "Bylaws"), I Dustin Warren, Secretary of City Point NRH Residential Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), certify that the Board of Directors has reviewed and by at least a majority vote of the Board, has approved and adopted the Bylaws and certain Policies attached to the Bylaws as provided for herein.

I certify that City Point NRH Residential Homeowners Association, Inc., operates under recorded CCR's and Bylaws as well as policies, rules and regulations set forth per the Texas State Property Code and Texas Business Organizations Code requirements and works to uphold such Governing Documents and policies to the best of its abilities.

All Policies of the Association may be adopted, enforced, amended and/or modified as a stand-alone policy or document. The Declarant or the Board of Directors, shall have the right and authority to take such actions as it deems necessary and/or appropriate. A vote or approval of the Members is not required in order for the Declarant or the Board to exercise such authority, powers, and rights however, the Board shall acknowledge any such change at its next regularly scheduled Board meeting and may, if so warranted, memorialize such action by written Resolution. The Board, using the most convenient and cost-effective method available, shall notify Members of the adoption of a new policy or the amendment of an existing policy. The Association may not enforce newly adopted or amended rules until it has made an effort to communicate the change to the Membership. This may be accomplished by means of electronic communication or other effective forms of communication available to the Association. Copies of newly adopted or amended policies or rules shall be posted to the Association's website, if available. If no website is available, the Board shall cause at least a postcard or notification to be mailed by regular U.S, mail to all Owners of record and upon request of an Owner delivered to the Association in any written form, shall mail a copy of the newly adopted or amended policy upon request.

All Members are hereby placed on notice that according to the E-mail Registration Policy adopted by the Association and as may be amended from time to time, every Owner shall be required to register on the Association's website, if one is available. Any Member violating this policy assumes all risk and responsibility for any lack of notification or other information provided to Owners by the Board. This rule shall apply to all notifications broadcast by any authorized representative of the Association regardless of the content being broadcast and/or provided.

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POLICY NAME	
Records Production, Copying, and Retention Policy	Schedule-1
Alternate Payment Schedule Policy	Schedule-2
Security Measures Policy	Schedule-3
Pandemic Policy	Schedule-4
Collection Policy	Schedule-5
E-mail Registration Policy	Schedule-6
Generator Policy	Schedule-7
Notice and Hearing; Schedule of Fines	Schedule-8

This cover sheet and the language it contains shall be enforceable as to the rights of the Board and the responsibilities of the membership it contains.

By my signature below I do hereby attest and affirm the above.

Dated this 9th day of December 2021.

By _____
Dustin Warren, Secretary

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Schedule 1

Records Production and Copying Policy

[See Attached]

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Schedule-1

City Point NRH Residential Homeowners Association, Inc.

Records Production, Copying and Retention Policy

WHEREAS, the Board of Directors (the "Board") of City Point NRH Residential Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production, Copying and Retention Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); 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 209.005 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Records Production and Copying are established by the Board:

1. Association Records shall be reasonably available to every owner. The Association shall make available the current version of the Associations' Documents filed in the county deed records available on an Internet website maintained by the Association or managing agent on behalf of the Association, and available to Members. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.

2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
   a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
   b. contain sufficient detail to identify the specific Records being requested; and
   c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
      i. format: electronic files, compact disk or paper copies
      ii. delivery method: email, certified mail or pick-up

3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
   a. the requested Records, if copies were requested and any required advance payment had been made; or
   b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
   c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or

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d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.

4. The following Association Records are not available for inspection by owners or their proxies:
a. the financial records associated with an individual owner; and
b. deed restriction violation details for an individual owner; and
c. personal information, including contact information other than an address for an individual owner; and
d. attorney files and records in the possession of the attorney; and
e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.

6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.

7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below: (Please go to the Attorney General web-site for current charges) https://texasattorneygeneral.gov/og/charges-for-public-information

8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.

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

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10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.

11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All 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.

Record Retention Schedule

The Record Retention Schedule is organized as follows:

SECTION TOPIC

A. Accounting and Finance
B. Contracts
C. Corporate Records
D. Electronic Documents
E. Payroll Documents
F. Personnel Records
G. Property Records
H. Tax Records

The following are the Association's retention periods. These apply to both physical and electronic documents. If no physical copy of an electronic document is retained, the means to 'read' the electronic document must also be retained. If a record does not fall within the following categories, Board approval must be obtained to dispose of such record.

A. ACCOUNTING AND FINANCE

Record Type	Length of time to be kept on record
Accounts Payable & Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	7 years
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Bank Statements and Canceled Checks Employee Expense Reports	7 years
General Ledger	7 years
Notes Receivable ledgers and schedules Investment Records	Permanent

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B. CONTRACTS

Record Type	Length of time to be kept on record
Contracts and related correspondence (including any proposal that resulted in the contact and all other supportive documentation)	4 years after the expiration or termination of the contract

C. ASSOCIATION RECORDS

Record Type	Length of time to be kept on record
Corporate records (unless otherwise specifically addressed in this policy), governing documents, dedicatory instruments, minute books, signed minutes of meeting of the Board or Committees, corporate seals, annual/corporate reports, licenses and permits	Permanent
Account records of Owners	5 years

D. ELECTRONIC DOCUMENTS

Record Type	Length of time to be kept on record
Electronic Mail: Not all e-mail needs to be retained and is considered Association property or shall be subject to review, dependent upon the subject matter and/or ownership of the e-mail or system from which the communication originated • Board and/or staff shall stive to keep all insignificant e-mails to a minimum. Significant e-mails are those related to business and Association related issues. E-mails that contain personal information on a Manager or communication between a Manager and his or her Supervisor regarding Management related topics shall not be required to be produced. • The Corporation's business-related emails should be downloaded to a service center or user directory on the server, as determined by the Board. • Should not store or transfer the Corporation's related e-mails onto non-work-related computers except as necessary or appropriate for the Corporation's purposes.	12 months maximum

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- Do not send confidential/proprietary information to outside sources including any communication considered confidential/proprietary by the Managing Agent without prior written consent.

Electronic Documents: Retention depends on the subject matter and follows D above

E. ASSOCIATION PAYROLL DOCUMENTS

Record Type	Length of time to be kept on record
Employee Deduction Authorizations	4 years after employees' termination
Payroll Deductions and Payroll Registers	7 years after termination
W-2 and W-4 forms	7 years after termination
Garnishments, Assignments, Attachments	7 years after termination
Timecards/sheets	2 years
Unclaimed wage records	6 years

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F. PERSONNEL RECORDS

Record Type	Length of time to be kept on record
Commissions/Bonuses/Incentives/Awards	7 years
EEO – I/EEO-2 Employer Information Reports	7 years from separation
Employee earnings records	1 copy kept permanently
Employee handbooks, personnel records of all types	6 years from separation
Job descriptions	3 years
Employee contracts or agreements	7 years from separation
Employment records – all non-hired applicants	2 years or 4 years if an offer of employment was made
Employee records – correspondence with employment agencies and/or advertisements for job openings	3 years from separation or from date of posting
Personnel count records	3 years
Forms I-9	3 years after date of hire or 1 year after separation of employment

G. PROPERTY RECORDS

Record Type	Length of time to be kept on record
Correspondence, property deeds, assessments, licenses, rights-of-way, property insurance policies	Permanent

F. TAX RECORDS

Record Type	Length of time to be kept on record
Tax exemption documents and related correspondence	Permanent

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IRS rulings	Permanent
Tax bills, receipts, statements	7 years
Tax returns, income, franchise, and property	Permanent
Tax workpaper packages – originals	7 years
Annual information returns – Federal and State	Permanent
IRS or other government audit records	Permanent
All other tax records	7 years

This is to certify that the foregoing Records Production, Copying and Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

City Point NRH Residential Homeowners Association, Inc., a Texas non-profit corporation

By: _____
Dustin Warren, Secretary

Date: December 9th 2021.

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Schedule 2

Alternative Payment Schedule Guidelines for Certain Assessments

[See Attached]

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Schedule-2

City Point NRH Residential Homeowners Association, Inc.

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of City Point NRH Residential Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 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 following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:

    a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.

    b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 45-day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule.

    c. During the course of an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule ("Administrative Costs") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

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d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.

e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule, and shall be made by cashier's checks or money orders.

f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.

g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.

h. Default

1. The following shall result in an immediate default of an Alternative Payment Schedule:

i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;

ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or

iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.

2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.

3. The Association is not required to provide notice of any default.

4. Owners are not entitled to any opportunity to cure a default.

5. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the

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order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.

i. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

City Point NRH Residential Homeowners Association, Inc., a Texas non-profit corporation

By: _____
Dustin Warren, Secretary

Date: December 9th, 2021.

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Schedule 3

Security Measures Policy

[See Attached]

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Schedule 3

CITY POINT NRH RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.

Security Measures Policy

WHEREAS, the Board of Directors (the "Board") of City Point NRH Residential Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Security Measures Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 202.023 of the Texas Property Code ("Section 202.023") regarding Owner rights to building or installing certain security measures on such Owner's Lot ("Security Measures"); 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 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Security Measures are established by the Board:

An Owner may build or install on such Owner's Lot, after receiving prior written consent of the Architectural Review Committee, certain camera, video, or fencing for Security Measures **provided that such Security Measures**:

1. Do not require placement or installation of a security camera by an Owner on any property other than the Lot owned by such Owner. Cameras and video equipment may not be installed to capture film or video of a neighboring Lot or into a neighboring window of a residence; and

2. Any security fencing installed by an Owner on its Lot **must obtain** prior written consent from the Architectural Control Committee prior to installation and must comply with the Design Guidelines and/or Rules and Restrictions then adopted by the Architectural Reviewer or Architectural Control Committee of the Association and otherwise comply with the requirements and restrictions set forth in the Declaration.

3. The front yard area with respect to a residential Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot. **No Owner shall ever fence in or over a sidewalk, walking path, pedestrian, or other right-of-way. Violation of this rule will result in the Owner being reported to local code enforcement, a written notice of violation issued and the highest monetary fine the Association is able to levy shall result for a breach of this rule.**

4. Any security fencing installed on an Owner's Lot as a security measure under Section 202.023 of the Texas Property Code as amended shall abide as follows:

   I. Shall be no higher than six (6) feet; and

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II. To the extent that located within the front yard area of an Owner's Lot, must be open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence to remain visible from the street through such fencing and be of a design approved by the Architectural Review Committee (the "ARC"). Fencing may not include screening of any kind, including live screening. A violation of this rule shall result in the maximum monetary fine(s) allowed and a request for removal of the screening and/or fence; and

III. **No chain link, razor wire, electrified or barbed wire or other fencing not approved in writing by the ARC shall be allowed**; and

IV. Such fencing shall otherwise follow all governmental requirements, including permit requirements. The ARC has the right to require Owner to provide a copy of the City's permit prior to reviewing and/or rendering a decision and

The Board of Directors shall have the authority to amend this Policy without consent or joinder of the Members to meet requirements of the Texas Property Code or any State Legislative Measures set forth. No rescission of this Policy shall be allowed so long as provisions for security cameras and fencing remains actively enforceable through the Texas Property Code and/or by State Legislative Policy.

The Board may amend this policy to supplement and add new language or to amend existing language as necessary to ensure compliance with all local and state ordinances, laws, and rules or to clarify any ambiguity, should such occur regarding what is allowed or will be disallowed. ***In the event of a conflict or should any ambiguity as to the meaning and intent of any portion of this Policy occur, be it known to all Members that any portion of this Policy coming into question as to meaning or intent, SHALL BE DECIDED IN FAVOR OF THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND THE ARC.***

[SIGNATURE PAGE FOLLOWS THIS PAGE]

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The undersigned certifies that the Board of Directors adopted the foregoing Security Measures Policy, in accordance with Section 202.006 of the Texas Property Code on the date noted above and supersedes any policy regarding security measures which may have previously been in effect.

City Point NRH Residential Homeowners Association, Inc. a Texas non-profit corporation

By: _____
Dustin Warren, Secretary

Date: December 9, 2021

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Schedule 4

Pandemic Policy

[See Attached]

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Schedule 4

City Point NRH Residential Homeowners Association, Inc.

Pandemic Policy

WHEREAS, the Board of Directors (the "Board") of City Point NRH Residential Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Pandemic Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 148.003 of the Texas Civil Practice and Remedies Code of the Texas Property Code ("Section 148.003") regarding liability of the Association under Section 148.003 ("Pandemic Liability"); and

WHEREAS, the Board intends to file this instrument with the Declaration of Covenants, Conditions and Restrictions for City Point in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following policy is established by the Board:

In no event shall the Association or any board member, committee member or officer thereof be liable under Section 148.003 for any Pandemic Liability. With respect to the use of Common Areas and/or or any Areas of Common Responsibility owned or maintained by the Association, each Owner for themselves, members of their household, and his or her guests or invitees hereby waives and releases the Association for, from and against any liability for injury or death caused by or in connection with exposure of any individual to a pandemic disease during a pandemic emergency. Furthermore, each Resident and Owner for themselves, members of their household, and his or her guests or invitees acknowledges and agrees by recordation hereof as follows:

1. The Association has provided sufficient warning to each individual Resident and Owner, members of their household, and his or her guests or invitees that exposure of an individual to a disease during a pandemic emergency is likely.

2. The Association has no control over conditions related to a pandemic emergency, has no basis of knowledge as to whether any individual would be more likely than not to come into contact with the pandemic disease under any circumstances, and has no obligation, opportunity or ability to remediate conditions or warn any individual of a condition before the individual comes into contact with a condition related to pandemic disease.

3. The Association has no liability or responsibility to comply with any government-promulgated standards, guidance or protocols intended to lower the likelihood of exposure to the disease during a pandemic emergency, and each Resident, Owner, members of their households, and their respective guests or invitees have a reasonable opportunity and ability to implement or comply with any and all government-promulgated standards, guidance or protocols intended to lower the likelihood of exposure to the disease during a pandemic emergency with respect to such Resident's, Owner's, household member's, guest's or invitee's use of any Common Areas and/or Areas of Common Responsibility.

4. All Common Areas and Areas of Common Responsibility owned or maintained by the Association are entered into and/or used by a Resident, an Owner, members of their

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households, and their respective guests or invitees at their own risk. The Association disclaims any and all liability or responsibility for injury or death related to the pandemic disease or otherwise occurring from entry or use of the Common Areas and/or Areas of Common Responsibility.

5. As herein referenced in Items No. 2 and 3 above, the Association has no control over conditions related to a pandemic emergency and no liability or responsibility to comply with any government-promulgated standards, however, the Board, shall have every right, under the Texas Business Organizations Code (the "TBOC"), Section 3.251, Subchapter F, to put forth temporary measures, and exercise certain rights and provisions when an emergency exists which shall allow the governing persons to adopt provisions regarding the management and/or order in which the non-profit organization may be governed. Such provisions include, but are not limited to, (i) prescribing procedures for calling a meeting of the governing persons; (ii) establishing minimum requirements for participation at the meeting of the governing persons; and (iii) designating additional or substitute governing persons. Under Section 3.251, Subchapter F of the TBOC, an action taken by a domestic entity in good faith in accordance with the emergency provisions shall be binding upon the entity and may not be used to impose liability on a managerial official, employee, or any agent or governing person of the entity.

The foregoing Pandemic Policy was adopted by the Board of Directors, in accordance with Section 202.006 of the Texas Property Code, and supersedes any policy regarding pandemics which may have previously been in effect.

City Point NRH Residential Homeowners Association, Inc. a Texas non-profit corporation

By: _____
Dustin Warren, Secretary

Date: December 9, 2021

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Schedule 5

Collections Policy

[See Attached]

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Schedule 5

City Point NRH Residential Homeowners Association, Inc.

COLLECTION POLICY

WHEREAS, City Point NRH Residential Homeowners Association, Inc., (the "Association") has authority pursuant to the Declaration of Covenants, Conditions & Restrictions (the "*Declaration*") to levy assessments against Owners of Lots within City Point a planned community located in Tarrant County, Texas (the "*Property*"); and

WHEREAS, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and the laws of the State of Texas regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Property and the same are to be known as the "Collection Policy" for the Association:

1. Generally. The steps and procedures contained in this Policy **serve as a general outline only** of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

Due Dates. Pursuant to the Declaration and unless a different payment schedule is adopted by the Board, the assessment shall be paid annually on the first day of January of each year. The due date and delinquency date for a Special Assessment or an Individual Assessment or other type of assessment levied as authorized per the Declaration shall be determined by the Board of Directors. Any installment of the annual Assessment which is not paid in full by January 31st of each year is delinquent (the *Delinquency Date*") and shall be assessed late and collection fees and is subject to interest as provided in the Declaration.

2. Written Notice of Delinquency. Subsequent to an Owner becoming delinquent, and prior to referring the account to the Association's legal counsel for collection, the Association will send at least one (1) written notice of the delinquency to the Owner via certified mail (the "*Delinquency Notice*"). The Delinquency Notice shall: (I) detail each delinquent amount and the total amount owed; (ii) describe the options the Owner has to avoid having the account referred to the Association's legal counsel, including the availability of a payment plan, and (iii) provide the Owner a period of at least Forty-five (45) days to cure the delinquency before further collection action is taken. This notice is more commonly known as a demand letter."

3. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternate payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain circumstances.

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The Board has adopted and recorded a policy which governs payment plans and the Association will follow the policies and procedures contained therein.

4. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on unpaid assessments at the rate of fifteen percent (15%) per annum from the Delinquency Date or at the rate set forth in the Declaration should the amount differ than the amount set forth herein until paid and such amounts shall be charged to the Owner's account. Such interest, as and when it accrues hereunder, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection interest; provided, however, that the waiver of interest shall not constitute a waiver of the Board's right to collect any interest or any other charges then owed or becoming due in the future.

5. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in an amount up to $25.00 shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Such late charge, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge or portion thereof; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any or late charges or any other charges in the future.

6. Collection Fees. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, collection fees shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Collection fees are charges by the managing agent for the servicing of accounts, collection of delinquent accounts and for other services rendered such as processing and handling of certified / return receipt mail, payment plan processing and monitoring, demand letters, etc., and may not be waived by the Board without the consent of the managing agent. Such collection fees, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

7. Handling Charges and Return Check Fees. In order to recoup for the Association, the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner. Charges may be owed to the Association and/or its Managing Agent. Handling charges and administrative fees charged by the managing agent may be in addition to the collection fees the managing agent is entitled to under Section 6 above.

b. A charge of $25.00 per item or the amount charged by the Bank if greater, will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check for any reason, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

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c. Any fee or charge becoming due and payable pursuant to this Policy will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

8. Collection Agencies. In the event an account has not been paid in full following thirty (30) days from the date Delinquency Notice was mailed to the Owner, the Association's agent may refer the account to a "third-party" entity which may include, but is not limited to, the Association's Attorney, a collection agency for collection, including reporting delinquent account to any credit bureau or other agency providing credit histories to authorized entities. All costs incurred by the Association for services rendered by any such third-party agency, or administering the referral and handling of the account to a third-party agency are deemed costs of collection of the Association. Such costs of collection, when incurred by the Association and added to an Owner's account, are secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

9. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority:

a. First, to any delinquent assessment;

b. Second, to any current assessment;

c. Next, to any attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;

d. Next, to any attorney's fees incurred by the Association;

e. Next, to any fines or self-help assessed by the Association; and

f. Last, to any other amount owed to the Association.

If the Owner is in default under a payment plan entered into with the Association at the time the Association receives a payment from the Owner, the Association is not required to apply the payment in the order of priority specified herein, except that a fine assessed by the Association may not be given priority over any other amount owed to the Association.

10. Ownership Records. **All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner or a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.**

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11. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such Representative or agent.

12. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the Forty-Five (45) day period stated in the Delinquency Notice (as provided for in Section 2 above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein. Upon direction of the Board or the Association's agent, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a delinquent Owner, counsel will send a notice letter (the "*Notice Letter*") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Official Public Records of Tarrant County, a written notice of assessment lien (referred to as the "*Notice of Lien*") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

13. (i). Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot at the Tarrant County Courthouse for a foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute, a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

(ii). Judicial Foreclosure. The Association, may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

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(iii) Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to inferior lienholders pursuant to Section 209.0091 of the Texas Property Code.

(iv) Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

(v) Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

(vi) Remedies Not Exclusive. All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

(vii) Compromise. In order to expedite the resolution of a delinquent account, the Board may, at any time, compromise or waive the payment of interest, late charges, handling charges, collection costs other than collection fees, unless approved by the managing agent, legal fees or any other application charge.

14. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED, this policy is executed to be effective as of the 9th day of December, 2021 and that this Policy supersedes in all respects any prior policy and resolution with respect to the collection of assessments filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Tarrant County Clerk, and shall remain in full force and effect until revoked, modified or amended.

City Point NRH Residential Homeowners Association, Inc.,
a Texas non-profit corporation

By: _____
Dustin Warren, Secretary

Date: December 9th 2021.

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Schedule 6

E-mail Registration Policy

[See Attached]

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Schedule-6

City Point NRH Residential Homeowners Association, Inc.

E-Mail Registration Policy

WHEREAS, the Board of Directors (the "Board") of City Point NRH Residential Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an E-mail Registration Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines regarding Owner access to Association documents and records ("Records"); and

WHEREAS, the Board intends to file these guidelines with the Bylaws for City Point in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution without amending the Bylaws, as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for E-mail Registration Policy are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for City Point NRH Residential Homeowners Association, Inc., Recorded in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time by Resolution of the Board.

1. *Purpose.* The purpose of this Email Registration. Policy is to facilitate proper notice of Board, Annual, Special, and other meetings of the Board and/or Members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. *Email Registration.* Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.

3. *Failure to Register.* An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. *Amendment.* The Association may, from time to time, by Resolution of the Board, and as a stand-alone policy without the need to amend the Bylaws, modify, amend, or supplement this Policy or any other rules regarding email registration.

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City Point NRH Residential Homeowners Association, Inc.
a Texas non-profit corporation

By: _____
Dustin Warren, Secretary

Date: December 9th, 2021

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Schedule 7

Generator Policy

[See Attached]

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Schedule 7

City Point NRH Residential Homeowners Association, Inc.

GENERATOR POLICY

WHEREAS, the Board of Directors (the "Board") of City Point NRH Residential Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Generator Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines regarding Owner access to Association documents and records ("Records"); and

WHEREAS, the Board intends to file these guidelines with the Bylaws for City Point (in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution without amending the Bylaws, as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be mailed to each homeowner and a copy placed on the Association's website if applicable; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for use of Generators are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for City Point NRH Residential Homeowners Association, Inc., (Recorded or to be recorded in the Official Public Records of Tarrant County, Texas, as the same may be amended from time to time.

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator **("Generator")** upon written approval by the architectural review authority under the Declaration (the **"ACC or ARC").**

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. Application. Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the **"Generator Application").** The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

i. The Owner must install and maintain the Generator in accordance with the.

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manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

ii. The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

iii. The Owner must install all-natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

iv. The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

v. The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

vi. The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

vii. The Owner must screen a Generator if it is visible from the street or front of the home, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

viii. The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

ix. No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

x. No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

xi. No Owner shall locate a Generator on property owned by the Association.

xii. No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

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4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the ACC may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application.

Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties up to $1,000.00. Any requirement imposed by the ACC to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

City Point NRH Commercial Property Owners' Association, Inc., a Texas non-profit corporation

By: _____
Dustin Warren, Secretary

Date: December 9th, 2021

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Schedule 8

Notice and Hearing; Schedule of Fines

[See Attached]

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Schedule 8

City Point NRH Residential Homeowners Association, Inc

NOTICE AND HEARING; SCHEDULE OF FINES POLICY

WHEREAS, the Board of Directors (the "Board") of City Point NRH Residential Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Notice and Hearing; Schedule of Fines Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); 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 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Notice and Hearing; Schedule of Fines Policy are established by the Board:

NOTICE AND HEARING; SCHEDULE OF FINES

Notice and Hearing.

(a) Prior to the imposition of any fine for a violation of the Declaration or the levying of any special individual assessment on an Owner, the Association will give at least one (1) notice of not less than five (5) days (unless violation is deemed an emergency, constitutes a safety or health hazard, or is a non-curable violation) each to the Owner in compliance with the Declaration and/or Section 209.006 of the Texas Property Code (the "**Property Code**"), as the same may be hereafter amended. Notices as described above are not required for situations deemed to be an emergency, constitutes a safety or health hazard or poses any kind of health or safety issue, or deemed a non-curable violation by the Board. Notice(s), as a general rule shall follow the schedule below notwithstanding, it is to be understood this is a guide and in no way prevents the Association or its Managing Agent from deviating from this schedule when it is deemed in the best interest of the Association or its Residents to do so:

First Notice shall be sent regular U.S. mail unless a non-curable violation is issued under instruction of the Board or at the discretion of the Managing Agent, at which time such notice shall be sent certified mail. Delivery of any First Notice may also be delivered by e-mail or by posting to the door of the Residence. Notwithstanding, any violation considered to be an emergency or considered to threaten, in any capacity, the health, safety and welfare of Residents may be delivered by posting to the door of the Residence or by e-mail to the e-mail address on file with the Association.

(i) Second Notice of Violation may be sent using one of two choices; a Second Notice of Violation with additional time to abate the violation or a Fine Warning

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Notice. If a Fine Warning Notice is sent, the notice must be sent certified and regular U.S. mail. Second Notice of Violation, regardless of its nature must inform the Owner of his/her right to a Hearing as described below.

(ii) Notice of Fine Levied **(Notice of Fine)** shall be delivered by certified and regular U.S. mail.

(iii) The notice must describe the violation or property damage that is the basis for the fine for such violation, and state any amount due the Association from the Owner.

(iv) The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation and avoid the fine and that the Owner may request a hearing as outlined in the Declaration and Section 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice.

(b) In compliance with Section 209.007 of the Texas Property Code, if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request, and shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. If the hearing is to be held before a committee appointed by the Board, the notice shall state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

(c) Provided that such Owner has not requested a hearing in accordance with the above and the violation has not been cured, then the Association shall continue to levy fines per the schedule below, notwithstanding, the schedule provided is a guide and does not constitute a hard and fast rule as the amount of fine a Board can levy for an Owner's non-compliance. Some violations, depending upon the severity or repetition, may warrant more stringent fine enforcement or may warrant a one-time fine in lieu of fining in increments. The amount and frequency in which a fine is levied is at the sole discretion of the Board. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code.

Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Declaration. The Board may elect to pursue such additional remedies at any time in accordance with applicable law.

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FINES:

Violation:	**Fine Amount:**
Notice of Fine Levied – 1st Fine Notice	**Not less than $50.00 depending upon the nature, severity, and reoccurrence of the violation**
Notice of Fine Levied – 2nd Fine Notice	**Not less than $100.00 depending upon the nature, severity, and reoccurrence of the violation**
Notice of Fine Levied - 3rd Fine Notice	**Not less than $200 depending upon the nature, severity, and reoccurrence of the violation**
Notice of Fine Levied – 4th Fine Notice & Beyond	**Fine will increase an additional $50.00 every week until Owner cures the violation**

Note: Once a fine has reached the maximum fine amount, if applicable, and the Owner has not cured the violation, the fine process will continue at the rate of $50.00 per week until the violation is cured, fine shall not exceed $1000.00. The Association shall send one (1) additional notice notifying the Owner fines will continue until the violation is cured and thereafter, the Association will not be required to notify the Owner further and may continue to fine until the violation is cured or the Association determines that self-help action is required or warranted.

This policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors without amending the Bylaws, as a stand-alone policy to comport with industry standards, to amend, revise provisions of the policy, or rescind all or any part of the policy, as may be deemed necessary and in the best interest of the Association. Any amendment to the policy shall be mailed to each homeowner and a copy placed on the Association's website if applicable.

City Point NRH Commercial Property Owners' Association, Inc., a Texas non-profit corporation

By: _____
Dustin Warren, Secretary

Date: December 9th, 2021

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