

AMENDED BY-LAWS
OF
PORT ADVENTURE PROPERTY OWNERS' ASSOCIATION

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ARTICLE I - LOCATION-PURPOSE & POWERS

1. These Amended By-laws refer to the Port Adventure Property Owners Association, also known as "PAPOA" or "POA" and replace the former PAPOA by-laws that are recorded in Volume 815, Page 484 of the Trinity County Deed Records. The principal office of this Association shall be maintained at 141 Quail Valley, Trinity, Texas 75862.
2. The mailing address of the Association shall be the same as the principal office address, unless the mailing address is changed by the Board of Directors or if requested by the United States Postal Service.
3. This Association shall continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with the registered office, as required by the Texas Business Code. The registered office may be, but need not to be identical with the principal

office of the Association in the State of Texas. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II - DEFINITIONS

1. ASSOCIATION: "ASSOCIATION", "PAPOA," or "POA" shall mean and refer to Port Adventure Property Owners Association, a non-profit corporation organized and formulated under the laws of the Texas Property Code, Section 209.
2. BOARD OF DIRECTORS: "BOARD OF DIRECTORS" or "BOARD" shall refer to the Board of Directors duly elected by voting members of the Association.
3. DIRECTOR: shall mean and refer to a duly elected member of the BOARD OF DIRECTORS.
3. COUNTY CLERK: shall refer to the County Clerk of Trinity County, Texas.
4. DECLARATIONS: shall mean and refer to the declarations of covenants, conditions and restrictions applicable to the properties recorded with the County Clerk of Trinity County, Texas.
5. DEDICATORY INSTRUMENT: shall mean each instrument (restrictive covenants, by-laws, certificates of formation or similar instruments) governing the administration or operation of PAPOA.
6. LOT: shall mean and refer to any plot of land shown on any recorded subdivision map of properties within the recorded boundaries of Port Adventure Subdivision.
7. COMMON AREAS: shall refer to residential roadways, lighting, lots owned by PAPOA, including the office area, as well as dumpster area and roadways throughout the subdivision.
8. ASSESSMENTS: (also known as Maintenance Fees) refers to the charges that a PAPOA assesses against lot owners to pay for common expenses associated with the operation of PAPOA and maintenance of the subdivision common grounds, as defined in these BY-LAWS.

ARTICLE III - MEMBERSHIP

1. Every person or entity who is owner of a lot within Port Adventure subdivision is automatically a member of PAPOA by virtue of that ownership.
2. Any such person or entity who holds such interest in a lot or lots merely as security for the performance of an obligation shall not be a member (Bank, Contract lienholder, mortgage company, finance company, etc.).

3. Membership in this ASSOCIATION is not transferable or assignable except by sale of a lot or transfer of lot ownership in Port Adventure subdivision.

4. Any person renting or leasing property in the subdivision will not be a member of PAPOA. The responsibility and privileges of lot ownership will be reserved for the actual owner of lot.

ARTICLE IV - VOTING RIGHTS

1. All members of record have the right to vote on any and all matters brought before the Association membership, including voting for the Board of Directors.

2. Pursuant to Section 209.0059, Texas Property Code, any Dedicatory Instrument, including By-laws that prevents members from voting is now void.

3. Texas Nonprofit Corporation law provides that each member is entitled to one (1) vote.

4. Advance written notice of any election or vote must be given to association membership at least 10 days and no more than 60 days prior to the date of vote or election per section 209.0056 Texas Property Code.

5. Votes may be cast in person, by proxy, or by absentee ballot per section 209.00592 Texas Property Code.

6. Any vote cast in an election or vote by lot owners, (other than uncontested elections or votes cast electronically), must be in writing and signed by the Lot Owner (Sec. 209.0058 Texas Property Code).

7. Candidates for election to the Board of Directors in the PAPOA and their family members are restricted from tabulating or being given access to the ballots. In addition, any person involved in tabulating votes cast in an election is prohibited from disclosing to any other persons how a particular lot owner voted. (Sec. 209.0058 Texas Property Code)

8. Pursuant to Section 209.0057 Texas Property Code, a vote recount must be conducted if requested by a lot owner in writing within 15 days from the date of the vote. Sec. 209.0057 establishes procedures that must be followed for recounting and assessing the cost incurred.

ARTICLE V - BOARD OF DIRECTORS ELECTION AND DUTIES

1. Management of Association: The affairs of the Association shall be managed and governed by the Board of Directors, which may exercise all such powers of the Association and do all such lawful acts allowed by statute, Articles of Incorporation, these By-Laws or the restrictions directed or required.

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2. The Board of Directors shall serve until the regular Meeting of Members in May, at which time the Association shall elect new Directors or Officers, based upon completion of their elected tenure.

3. The Association shall act through its Board of Directors, which shall manage the Affairs of the Association.

4. The Board of Directors shall have the power, subject to any Texas law providing otherwise, to:

(A). Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved for the membership by these By-Laws, Articles of Incorporation, or Restrictions.

(B). Declare the office of a Board Member to be vacant in the event such Board Member shall be absent from three (3) consecutive regular meetings of the Board of Directors, except absence caused by emergency.

(C). Employ such employees, independent contractors, or services as deemed necessary and to prescribe and oversee their duties.

5. Number, Tenure, and Qualifications: The Board of Directors shall consist of at least five (5) and not more than seven (7) members. The current Board of Directors can increase the number of Directors, any time after the May election. The increase will take effect at the next May election.

6. Each Director shall hold office until the next regular May meeting which coincides with the end of his tenure.

7. In 2014, length of terms will be one (1) year, except for the Vice-President and one (1) Director, which will be for two (2) years to allow continuity. Starting in 2015, all terms will be for two (2) years. In odd numbered years, President, Secretary and one (1) Director will be elected. In even numbered years, Vice-President and one (1) Director will be elected.

8. If the office of an Officer or Director is vacated for any reason, the remaining Board members will select a member to serve the unexpired term.

9. ~~No Board member shall serve more than three consecutive years as an Officer or Director.~~

See attached amendment.

10. Any Owner of a lot(s) in Port Adventure is qualified to run for the Board of Directors.

11. The Board of Directors shall have only one (1) family member. Family member shall refer to spouses, sons, daughters, nephews, nieces, and grandparents.

ARTICLE VI - OFFICERS

Officers of the Incorporated Association shall be a President, Vice-President, and a Secretary/Treasurer. Assistant officers may be appointed by the Board as it deems necessary. Such appointed assistant officers have the authority to perform the duties prescribed from time to time by the Board of Directors.

Duties of the Officers are as follows:

President- The President shall be the principal Executive Officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Members and of the Board of Directors, shall have general and active management of the business and affairs of the Association, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall perform such other duties as the Board of Directors shall from time to time prescribe. The President may sign, with the Secretary or any other proper Officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other Officer or agent of the Association; and in general The President shall perform all duties as may be prescribed by the Board of Directors from time to time.

Vice President- In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or the Board of Directors. Additionally, the Vice President shall act as chairman of the Architectural Control Committee and shall be responsible for the property owned by the Association.

Secretary/Treasurer- If required by the Board of Directors, the Secretary/Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/She shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VI of these By-Laws; and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to them by the President or the Board of Directors. The Secretary/Treasurer shall keep the minutes of the meetings of the Members of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provision of these By-Laws or as required by law; be custodian of the Corporate records and of the seal of the Association, and affix the seal

of the Association to all documents, the execution of which on behalf of the Association under its seal duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Member which will be provided by each Member.

ARTICLE VII - BOARD OF DIRECTORS MEETING

1. Regular Board meetings will be held at least quarterly and more often if deemed necessary by the President of the BOARD to consider actions necessary for the normal ongoing operation of the ASSOCIATION.
2. All Board meetings, except "Executive Sessions", must be open to the lot owners. The general nature of business to be conducted must be announced in the open meetings (Sec. 209 Texas Property Code).
3. However, decisions made in the "Executive Sessions" must be orally summarized in general terms to the open Board meeting, without breaching the privacy of any individual lot owner, violating any privilege, or disclosing any information that must remain confidential.
4. The Board of Directors must provide an advance notice of meetings at least 72 hours before the meeting. The notice must be communicated to lot owners by posting in a conspicuous location designed to provide notice and/or or posting on a PAPOA internet website.
5. Robert Rules of Order will be followed at all meetings. These rules provide that anybody permitted to be in attendance at an Executive Session is honor bound not to divulge anything that occurred in the closed session.

ARTICLE VIII- MEMBERSHIP MEETINGS

1. QUARTERLY MEETINGS- A quarterly meeting of the members shall be held at 141 Quail Valley, Trinity, TX 75862. The quarterly meetings will be held on the second Saturday, at 10 A.M. at the POA office (141 Quail Valley, Trinity, TX 75862), in August, November, February and May of each year. The location of the meeting will be at the POA office unless the meeting notice indicates otherwise. The regular May meeting will be reserved for the purpose of electing Directors and Officers, and for the transaction of other business that may come before the meeting.
2. POSTPONEMENT OF ELECTION- If the election of Officers and Directors is not held at the regular May meeting or at any adjournment thereof, the current Board of Directors shall cause the election to be held as soon as possible at a special meeting of the members. All votes cast shall be maintained under double lock security until the special meeting.

3. SPECIAL MEETINGS- Special meetings can be called by the PRESIDENT or any two or more members of the current Board, or by a written request of a member who has the right to vote (requires 1/4 of all membership votes).
4. PLACE OF MEETING- The Board of Directors or the President may designate any place in TRINITY COUNTY, Texas as the place of the meeting for any annual meeting or for any Special Meeting of members called by the Board of Directors.
5. NOTICE OF MEETINGS- No written or oral notice of the regular quarterly meeting of members, other than these by-laws, shall be required (but recommended). In case of special meetings when required, a written notice of the meeting stating the purpose, date, time, and location shall be delivered to each member, by posting in a conspicuous place, mailed, or electronically communicated to members at least 10 days but no more than 60 days before the meeting.
6. QUORUM- Fifteen (15) voting members at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of the members, a majority of members present may adjourn the meeting without further notice.
7. PROXIES- At any meeting of the MEMBERS, a member is entitled to vote by proxy executed in writing. The right to vote by proxy will expire eleven (11) months from the date of execution. The proxy vote is null and void if the member attends a meeting to cast his vote in person.
8. VOTING BY OTHER MEANS- Where Directors or Officers are to be elected, such election may be conducted in person, by mail or absentee ballot.
9. FAILURE TO HOLD ANNUAL MEETING- In the event the Board of Directors does not hold an annual meeting of the Association members, a lot owner may demand in writing that a meeting of the Association be held within 30 days. The written demand must be sent to the registered Agent of the Association by Certified Mail, return receipt requested. A copy of the demand must be sent to each property owner.
10. WAIVER OF NOTICE- Whenever any notice is required to be given to any Member or Directors of the Association under the provisions of any applicable statute, the Articles of Incorporation, these By-Laws of the Restrictions, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE IX- BOOKS AND RECORDS

1. The Association adopts this Article IX of these By-Laws to comply with Section 209.005, Texas Property Code. In the event of a conflict between this Article IX and Section 209.005, Section 209.005 shall control.

2. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by a Lot Owner, or a person designated in writing signed by the Lot Owner or Lot Owner's agent, attorney, or certified public accountant, in accordance with this section. A Lot Owner is entitled to obtain from the Association copies of information contained in the books and records, except as provided herein.
3. An attorney's files and records relating to the Property Owner's Association, excluding invoices requested by a Lot Owner under Section 209.008 (d) of the Texas Property Code, are not records of the Association and are not subject to inspection by the owner; or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. These By-laws does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.
4. An owner or the owner's authorized representative described by Section 2 of these By-laws, must submit a written request for access or information under Section 2 by certified mail, with sufficient detail describing the PAPOA on books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed with the County Clerk. The request must contain an election either to inspect the books and records before obtaining copies or have the PAPOA forward copies of the requested books and records. If an inspection is requested, PAPOA on or before the 10th business day after the date PAPOA receives the request shall send a written notice of dates, during normal business hours that the lot owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of PAPOA. If copies of identified books and records are requested, PAPOA shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the 10th business day after the date PAPOA receives the request, except as otherwise provided by Section 209.005 of the Texas Property Code.
5. If PAPOA is unable to produce the books or records requested under Article IX, Section 4 on or before the 10th business day after the date PAPOA receives the request, the Association will provide to the requestor written notice that:
 - (a) Informs the requestor that PAPOA is unable to produce the information on or before the 10th business day after the date the Association received the request; and
 - (b). states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given.

6. If an inspection is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours and the requesting party shall identify the books and records for the PAPOA to copy and forward to the requesting party.
7. The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.
8. The Board of Directors shall adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of information requested under this section. The prescribed charges may include all reasonable costs of materials, labor and overhead but may not exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3. The policy required by this subsection shall be recorded as a dedicatory instrument in accordance with section 202.006, Texas Property Code. The Association may not charge an owner for the compilation, production or reproduction of information requested under this section unless the policy prescribing those costs has been recorded as required by the Association's Records Policy filed with the County Clerk. (See Exhibit A.) An owner is responsible for costs related to the compilation, production or reproduction of the requested information in the amounts prescribed by the policy adopted under this Bylaw. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
9. A Property Owners' Association must estimate costs under this section using amounts prescribed by the policy adopted under Section 8 of Article IX.
10. Except as provided by this Article IX, and to the extent the information is provided in the meeting minutes, the Association not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner of an association, an owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an owner's contact information, other than the owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual property owner.

11. The books and records described by Section 10 of this Article IX shall be released or made available for inspection if:

(a) The express written approval of the owner whose records are the subject of the request for inspection is provided to the PAPOA; or

(b) A court orders the release of the books and records or orders that the books or records be made available for inspection.

12. The Board shall adopt and comply with a document retention policy that includes, at a minimum, the following requirements:

(a) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;

(b) Financial books and records shall be retained for seven years;

(c) Account records of current owners shall be retained for five years;

(d) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;

(e) Minutes of meetings of the Owners and the Board shall be retained for seven years; and

(f) Tax returns and audit records shall be retained for seven years

13. A member of the Association who is denied access to or copies of Association books or records to which the member is entitled under this Article IX of these Bylaws may file a petition with the Justice of the Peace of a justice precinct in which all or part of the property that is governed by the Association is located requesting relief in accordance with Article IX of these Bylaws. If the Justice of the Peace finds that the member is entitled to access to or copies of the records, the Justice of the Peace may grant one or more of the following remedies:

(a) A judgment ordering the PAPOA to release or allow access to the books or records;

(b) A judgment against the Property Owners' Association for court costs and attorney's fees incurred in connection with seeking a remedy under this section; or

(c) A judgment authorizing the owner or the owner's assignee to deduct the amounts awarded under from any future regular or special assessments payable to the PAPOA.

14. If the PAPOA prevails in an action under Section 13 of this Article IX of the Bylaws, the Association is entitled to a judgment for court costs and attorney's fees incurred by the association in connection with the action.

15. On or before the 10th business day before the date a person brings an action against PAPOA under this section, the person must send written notice to PAPOA of the person's intent to bring the action. The notice must:

(a) Be sent certified mail, return receipt requested, or delivered by the United States Postal Service with signature confirmation service to the mailing address of PAPOA or authorized representative as reflected on the most current management certificate filed under Section 209.004; and

(b) Describe with sufficient detail the books and records being requested.

16. For the purposes of this Article IX of these Bylaws, "business day" means a day other than Saturday, Sunday, or a state or federal holiday. (Source: Section 209.005, Texas Property Code).

ARTICLE X – ASSESSMENTS

1. The Port Adventure Property Owners Association, a Non-Profit corporation, has the authority under the governing documents filed with the County Clerk or Trinity County, Texas to collect:

(a) Regular assessments- Also called maintenance fees, assessments that are levied in a uniform manner against all Lot Owners on some type of regular basis (monthly, quarterly, semi-annual, or annual basis); and

(b) Special assessments- Assessments that are levied against all Lot Owners in a uniform manner on a one (1) time basis. Special assessments must be stated for a dedicated purpose under special circumstances.

2. Failure to pay regular or special assessments (maintenance fees) can result in a foreclosure lien.

3. Establishment of Special Assessments for Capital Projects- In addition to the Maintenance Fee assessment set forth in the Restrictions, the members of the Association may adopt a special assessment for capital projects, in such amount as may be established by the Association at a special or annual meeting at which notice for an election for the assessment of said special assessment is given. Should the special assessment be approved by a two-thirds (2/3) vote of the members, represented in person or by proxy, of PAPOA lot owners at the annual meeting of the Association, then the special assessment shall become effective on the date noticed, with the proceeds from such special assessment being ear-marked for the specific purpose set forth in the notice of such election. Said special assessment shall be secured by a lien against said lot and failure to pay said special assessment shall constitute a foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The special assessment shall be deemed delinquent if not paid within thirty (30) days of the date set forth in the notice as being the date the special assessment is due.

4. Purpose of the Special Assessment- the Special Assessment shall be used for only the following purposes:

(a) To defray, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Grounds, including but not limited to the streets and roads in the Subdivision, owned by the Association, including the necessary fixtures and personal property related to such Common Grounds, to the extent such expense is not sufficiently provided for with Regular Assessment funds;

(b) For maintenance and improvement of Common Grounds owned by the Association; and/or

(c) For such other purposes of the Association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.

5. The type and amount that PAPOA may levy against the Lot Owners will be controlled by the provisions in PAPOA governing documents filed with the County Clerk of Trinity County, Texas; therefore the Board of Directors should be familiar with its governing documents. Late fees and interest can be assessed against Lot Owners who fail to timely pay an assessment.

6. As required by Section 209.0063 of the Texas Property Code, PAPOA must offer Lot Owners a payment plan to pay off delinquent regular or special assessments

(a) PAPOA Payment Plan Guideline Policy is left to the discretion of the Board of Directors, except the minimum term of the payment plan must be at least three (3) months and no longer than eighteen (18) months from the date of a Lot Owners request for a payment plan.

(b) The Lot Owners who request to be involved in a payment plan cannot be charged late fees or interest against their delinquent account until the delinquent amount is cleared.

(c) Pursuant to Section 209.0063 a payment received by PAPOA from a Lot Owner must be applied to such Lot Owner's debt in the following order:

(i) Any delinquent assessments owed by the Lot Owner

(ii) Current Assessments owed.

(iii) Any attorney fees or third party collection fees

(iv) Other fees (See Section 209.0063)

A request to be involved in the Payment Plan does not excuse a Lot Owner from paying assessments.

7. The PAPOA Payment Guidelines Policy is considered to be a dedicatory instrument and a copy of said policy must be recorded with the County Clerk of Trinity County, Texas.

ARTICLE XI- MISCELLANEOUS, FISCAL MATTERS

1. Contracts, Checks, Deposits and Funds- The Board of Directors may authorize any Officer or Officers, agent or agents of the Association, in addition to the Officers so authorized by these By-Laws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.
2. Checks and Drafts- All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Property Owners' Association shall be signed by such Officer or Officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and counter-signed by the President or Vice President of the Association.
3. Deposits- All funds of the Association shall be deposited from time to time to the credit of the Association in the First National Bank in Trinity, Texas or any other depositories as the Board of Directors shall select.
4. Gifts-The Board of Directors may accept on behalf of the PAPOA any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.
5. Certificate of Membership- The Board of Directors may provide for the issuance of certificates evidencing Membership in the Port Adventure Property Owners' Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or the Vice President and by the Secretary/Treasurer.
6. Charges-The Board of Directors shall compute, assess, collect, and enforce the payment of all charges to which the Subdivision is subjected or may be subjected under or by virtue of the Restrictions and Bylaws.
7. Checks- All checks or demands for money and notes of the Association shall be signed by such Officer or Officers or such other person or persons as the Board of Directors may from time to time designate.
8. Fiscal Year- The fiscal year of the Property Owners' Association shall begin on the first day of January and end on the last day of December in each year.
9. The Association seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

10. Indemnification of Officers and Directors- Except as may otherwise be provided by Article 1396-2.22A, Texas Non-Profit Associations Act, and/or Section 8.051, Texas Business Organizations Code, or as may be ordered by a court pursuant to Section 8.052 Texas Business Organizations Code, or by Article 1396-2.22A, Texas Non-Profit Associations Act, the Association shall indemnify any Director, Officer or employee of the Association, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceedings, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, Officer or employee (whether or not a Director, Officer, or employee at the same such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be judged in such action, suit or proceedings to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse to any Director, Officer or employee the reasonable costs of settlement of any such action, suit, or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter in controversy, whether or not a quorum, that it was in the interest of the Association that such settlement be made and that such Director, Officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, Officer or employee may be entitled by law or under Bylaw, agreement, vote of Members, or otherwise. Nothing in this Section shall prevent permissive indemnification as authorized by Section 8.01 through 8.152, Texas Business Organizations Code or by Article 1396-2.22A, Texas Non-Profit Associations Act.

(a) The Association shall have the right to purchase liability insurance to cover such indemnification.

11. Online Subdivision Information- The PAPOA shall make dedicatory instruments relating to the association or subdivision and filed with the County Clerk records available on a website if the association has, or a management company on behalf of the association maintains, a publicly accessible website. (Source: Section 207.006, Texas Property Code)

12. Texas Property Code Controls- To the extent that any of these By-laws conflict with the provisions of the Texas Property Code and/or the Texas Non-Profit Associations Act and/or the Texas Business Organizations Code, as may be amended from time to time by the Texas Legislature, the Texas Property Code and/or the Texas Non-Profit Associations Act and/or the Texas Business Organizations Code shall control.

ARTICLE XII- AMENDMENT OF BYLAWS

1. Amendment to By-laws- These By-laws may be altered, amended, or repealed and new By-laws may be adopted by a two-thirds (2/3) majority of the Board of Directors or by a two-thirds (2/3) majority (one vote for all lots owned) of the lots represented by Members present at any regular meeting or at any special meeting, where the quorum is present and where written notice is given of an intention to alter, amend or repeal these By-laws or to adopt new By-laws at such meeting.

THESE BYLAWS have been voted on and adopted by a unanimous vote of the Directors at which a quorum was had by the Board of Directors of the Association at a special meeting of the Association held on March 30, 2014.

Ken Whalen

President

Connie Kirkpatrick

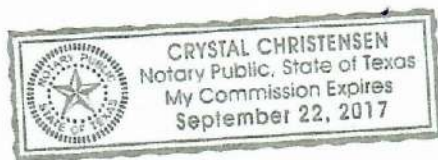
Vice-President

Virginia Harlow
Secretary

STATE OF TEXAS

COUNTY OF Trinity

This instrument was acknowledged before me on the 31 day of March, 2014, by Ken Whalen, Connie Kirkpatrick and Virginia Harlow, of the PORT ADVENTURE PROPERTY OWNERS ASSOCIATION, a Texas Non-Profit Association on behalf of said Association.



Crystal Christensen
Notary Public, State of Texas

After Recording Return To:

✓ Port Adventure Property Owners Association
141 Quail Valley
Trinity, Texas 75862