

BY-LAWS OF FIVE POINTS POA

ARTICLE I NAME

The name of the corporation is Five Points POA, hereinafter referred to as the "Association". The principal office of the Association shall be located within Fannin County, Texas, or at such other place as the Board may determine. Meetings of Members and Directors may be held at such places within the State of Texas, County of Fannin, as may be designated by the Board.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to Five Points POA, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the governing body of the Association, created by these By-laws.

Section 3. "Declarant" shall mean and refer to the Bois d'Arc Lake Acquisitions, LLC, the Developer of the Subdivision, and its successors and/or assigns.

Section 4. "Declaration" shall mean and refer to the DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS RUNNING WITH THE LAND FOR FIVE POINTS SUBDIVISION AND THE HARBOR AT FIVE POINTS SSUBDIVISION applicable to the properties as recorded in Fannin County, Texas.

Section 5. "Director" shall mean an individual that serves on the Board pursuant to these By-laws.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any subdivision map of Five Points Subdivision or The Harbor at Five Points properties recorded with Fannin County, Texas.

Section 7. "Owner" shall mean and refer to the recorded owners, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Member" The Association shall be a membership corporation without certificates or shares of stock. Each Owner subject to the Declaration is a Member and shall be entitled to vote as set forth herein, in the Declaration and in the By-Laws. Where

there is more than one owner of a Lot, said owners will share the membership interest for that Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 9. "Roadway" shall mean all paved Five Points Subdivision or The Harbor at Five Points Subdivision roads and its easements and culverts shown on the subdivision plat as recorded with Fannin County, Texas.

ARTICLE III MEETING OF MEMBERS

Section 1. Declarant Meeting. The Declarant shall hold one or more meeting(s) establishing and adopting the Bylaws for the Association, in addition to establishing a time, date and location of the first Annual meeting for the purpose of turning control of Association to its Members.

Section 2. Annual Meetings. The first annual meeting of the Members shall be held within one year of the Declarant Meeting adopting these Bylaws for the Association. The first annual meeting shall be for the purpose of appointing the initial Members to serve on the Board and to turn over control of the Association to the Board. The first Annual Meeting shall be set by the Declarant Meeting, shall not require a quorum, and Members exercising their voting interest must be present, no proxies, nor electronic attendance permitted. In subsequent Meetings, Voting by proxy, electronic or remote attendance is permitted to the extent authorized under Texas Property Code §209.00592. Each subsequent regular meeting of the Members shall be held on the same month of each year thereafter. The annual meeting of the Members shall not be held on a legal holiday.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of one-fourth (1/4) of the Members who are entitled to vote.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, at least 15 days prior to such meeting to each Member entitled to vote, addressed to the Members' address appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of meeting, and in the case of a special meeting, the purpose of the meeting. The Association may provide all required notices electronically if a Member has consented in writing, consistent with Texas Property Code §209.0051 and the Texas Uniform Electronic Transactions Act.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies and absentee ballots entitled to cast; thirty percent (30%) of the combined votes of entitled membership shall constitute a quorum for any action except as otherwise

provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting.

Section 6. Proxies and Absentee Ballots. At all meetings of Members, each Member may vote in person or by proxy or by absentee ballot. All proxies and absentee ballots shall be in writing, signed, dated, and filed with the Secretary prior to scheduled meeting. The grantor of the proxy may designate a Member to vote on their behalf. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Governing Body; Composition. The affairs of this Association are governed by the Board. The initial Board shall be appointed by Declarant at the First Annual Meeting, who may accept or reject the results of a vote of the Members. Subsequent Boards shall be elected by the Members in accordance with these By-laws. The number of Directors shall be an odd number, consisting of not less than three Members, as initially set by the Developer.

Section 2. Qualifications. In order to be eligible to serve as a Director the person shall meet the following qualifications.

- a. **Member.** Each Director must be a Member in good standing. In the case of an entity Member, a person designated in writing by either proxy or a resolution to the secretary of the Association may serve for such Member.
- b. **Felony or Crime Involving Moral Turpitude.** If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Director was convicted of a felony or crime involving moral turpitude not more than twenty years before the date the Board is presented with the evidence, that Director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.
- c. **Cohabitation of Directors.** A Member may not serve on the Board if the Member cohabits at the same primary residence with a Director. This section does not apply during the Association's development period to affect the eligibility to serve on the Board of:
 - i. a Member who cohabits with a developer or Declarant of the Subdivision;
or
 - ii. the developer or Declarant.

Section 3. Term of Office. At the first annual meeting, the Members shall elect an odd number of Directors, not less than three (3) for a term of one year. At the second Annual Meeting, the Members shall elect Directors to fill the vacated seats, with the number of newly elected Directors, necessary to create a majority, receiving the most votes serving a two-year term and the remaining newly elected Directors serving a one-year term. At each annual meeting, thereafter, the Members shall elect Directors for the vacated Director seats, which will serve for a term of two years.

Section 4. Nomination. Nomination for election of the Board shall be made from the floor at the first annual meeting. Thereafter, Nominations for election of the Directors shall be made by a Nominating Committee or may be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among Members of the Association.

Section 5. Election. Election to the Board shall be by secret written ballot. At such election, the Members in attendance, or their proxies, or by absentee ballot may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and by these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Removal. Any Director may be removed subject to notice and appeal rights consistent with Texas Property Code §209.00593, with or without cause at a by a majority of Members at a properly noticed Meeting where a quorum exists; or, removed for cause, by majority vote of Directors at a Board Meeting, subject to appeal rights consistent with Texas Property Code §209.00593. For cause actions may be established by the following:

- a. failed to attend three consecutive Board Meetings;
- b. failed to attend twenty-five percent of the Board meetings within a year; or,
- c. is found by verified information presented to the Board that a Director does not meet the qualifications herein.

Section 7. Other Vacancies. A Director's position shall automatically become vacant if the Director dies, becomes incapacitated, resigns, or is no longer a Member.

Section 8. Successors. If a Director is removed or a vacancy exists, a successor will be elected by the remaining Directors for the remainder of the term, but cannot be a Member that has been removed for cause.

Section 9. Conflict of Interest. Directors must disclose any conflict of interest regarding Association contracts or matters in which they or their relatives have a financial interest. The affected Director shall abstain from voting on such matters.

Section 10. Compensation. No Director shall receive compensation for any service he may render to the Association in his capacity as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 11. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a board meeting, which they could take at a meeting by obtaining approval by written notice, phone, or e-mail of all the Directors consistent with applicable law. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V MEETING OF DIRECTORS

Section 1. Meetings. Except when the Board meets in executive session to discuss personnel, litigation, or similar confidential matters, all regular and special meetings of the Board must be open to the Members pursuant to Texas Property Code §209.0051 and 209.0051(h). Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county. A board meeting may be held by electronic or telephonic means, provided all Owners and Directors have access to the communication at the meeting as required by law.

- a. *Regular Meetings.* Regular meetings of the Board shall be held as is necessary, and/or at least 90 days prior to the regular annual meeting, at such place and hour as determined by the board.
- b. *Special Meetings.* Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors.

Section 2. Notice. Owners and Directors must be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. Notice must be given as required by law (Texas Property Code §209.0051(e)).

Section 3. Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present, not counting any Director who would not be allowed to vote for or against the action due to conflict of interest, and (b) either proper notice of the meeting

was given to each Director or a written waiver of notice is given by any Director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

Section 4. Quorum of Board. At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the Directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the Directors who are present may adjourn the meeting to a date not less than seven nor more than twenty days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

Section 5. Conduct of Meetings. The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the Directors. The Board meeting will be conducted as required by law.

Section 6. Proxies. Directors may vote by written proxy.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- a. exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- b. employ an independent contractor or employees as they deem necessary, and to prescribe duties;
- c. suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

Section 2. Duties. The Board shall act in the best interests of the Association, in good faith, and with ordinary prudence and fiduciary duty, including the duty to:

- a. maintain, for no less than seven years, complete records 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 one-fourth (1/4) of Members who are entitled to vote;
- b. perform, directly and/or through professional services, all accounting and controls in accordance with generally accepted accounting practices (Accounts will not be

commingled with accounts of other persons or organizations. Financial statements (Income Statement, Balance Sheet, Variance Statement and Delinquency Report) will be prepared annually and maintained for no less than seven years.);

- c. supervise all agents and employees of this Association, and to see that their duties are properly performed;
- d. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
- e. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- f. attach a lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- g. 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. A reasonable charge may be made by the Board for the issuance of these certificates. If any certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- h. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- i. cause the Roadway to be maintained at such time that the Association funds accrue through yearly dues or special assessment to allow for such maintenance; and
- j. manage the affairs of the Association.

Section 3. Enforcement. The Board may enforce the terms of the Declaration and Rules of the Association pursuant to the following:

- a. *Notice.* Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect a Regular Assessment or Special Assessment or foreclose under the Association's lien, (iii) charge an Owner for property damage, (iv) levy a fine for a violation of the Dedicatory Instruments, or (v) report any delinquency of an Owner to a credit reporting service, the Association or its agent must give written notice to the Owner as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner. The notice must also (i) inform the Owner that if the violation is curable and does not pose a threat to

public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Owner may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the notice was mailed to the Owner, (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

- b. *Hearing.* If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. The hearing will be conducted and any materials will be provided in accordance with Texas Property Code chapter 209 or its successor statutes.

The Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a thirty-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

- c. *Exceptions to Notice and Hearing.* The notice and hearing provisions set out in this section B.13. do not apply if the Association (i) files a suit seeking a temporary restraining order or temporary injunctive relief, (ii) files a suit that includes foreclosure as a cause of action, or (iii) temporarily suspends a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of

harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination.

- d. *Changes in Law.* The Board may change the enforcement procedures set out in this section to comply with changes in law.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be President, Secretary, and Treasurer, who shall be Members of the Board and Members of the Subdivision, and any other officers as the Board may from time to time by resolution create.

Section 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 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other non-voting 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 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 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 6. Vacancies. A vacancy in any office may be filled by an 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. 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 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- a. *President.* The President shall preside at all meetings of the Association and of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign any

promissory notes that may arise as a result of managing the affairs of the Association.

- b. *Secretary.* The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board or the office of secretary
- c. *Treasurer.* The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

ARTICLE VIII COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board may appoint other committees, of a temporary or permanent nature as deemed appropriate in carrying out its purpose and for the functioning of the Association through a Resolution.

ARTICLE IX BOOKS AND RECORDS

Records shall be made available for inspection or produced within the time and manner required by Texas Property Code §209.005, including through secure electronic access when feasible. The Declaration, Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member whereby copies may be purchased at reasonable cost.

ARTICLE X ASSESSMENTS

As provided for in the Declaration, each Member is obligated to pay the Association annual and special assessments. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within ninety (90) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner

personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment.

ARTICLE XI CORPORATE SEAL

The Association shall have a seal in a circular form having within its circumference the words: **Five Points POA**

ARTICLE XII AMENDMENTS

Section 1. Power to Amend. These By-Laws may be amended, at a regular or special meeting, of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Conflicting Documents. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. Compliance with Law. Amendments shall comply with Texas Property Code §209.0041 and be recorded in the Official Public records of Fannin County, Texas.

ARTICLE XIII MISCELLANEOUS

Section 1. Indemnification. The Association shall indemnify and hold harmless its Directors, Officers, Committee Members, and the Declarant (for per-turnover acts) to the fullest extent permitted by law for actions taken in good faith within the scope of their authority.

Section 2. Fiscal Year. 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.

Section 3. Alternative Dispute Resolution. Before the Association or a Member initiates litigation, the parties shall first attempt to resolve any dispute through mediation conducted in Fannin County, Texas, unless immediate judicial intervention is required.

IN WITNESS WHEREOF, I, the manager of Bois dArc Lake Acquisitions, LLC, the Developer of Five Points Subdivision and The Harbor at Five Points Subdivision, charged with the responsibility of setting up the Property Owners Association pursuant to the recorded Declaration.

I verify that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted on this the 21st day of April, 2026.



Scott Rye, Manager
Bois dArc Lake Acquisitions, LLC, Declarant

IN WITNESS WHEREOF, Bois dArc Lake Acquisitions, LLC, as Declarant has set forth its hand and seal this 21st day of April, 2026.

Bois dArc Lake Acquisitions, LLC

By: 

Scott Rye, Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF KNOX

This instrument was acknowledged before me, Jessica Davenport, on April 21, 2026, by Scott Rye, as Manager of Bois dArc Lake Acquisitions, LLC, a Tennessee limited liability company.





Notary Public

My Commission Expires: February 28, 2027