

November, 2019

Big Valley Property Owners:

Votes were counted on Nov 1, 2019 for the increase in assessments, as well as the increase in transfer fees. Both measures passed.

The by-laws have been updated to reflect the adjustments. Please notify the Big Valley HOA by letter to the Board at 121 Private Road 180, Helotes, TX 78023, if you have any concerns.

Thank you,

Big Valley HOA Board of Directors

**AMENDED BY-LAWS OF THE BIG VALLEY HOMEOWNERS
ASSOCIATION, INC.
A Non-Profit Organization**

**ARTICLE I
BIG VALLEY HOMEOWNERS ASSOCIATION, INC.**

Section 1.1 The name of this Corporation is Big Valley Homeowners Association, Inc. The principal office of the corporation shall be located at 121 PR 180, Helotes TX 78023

**ARTICLE II
DEFINITIONS**

Section 2.1 Association: Big Valley Homeowners Association, Inc., its successors and assigns. Proof of Certification with Texas Secretary of State.

Section 2.2 Common Area: All real property owned by The Association for the common use and enjoyment of the owners.

Section 2.3 Lot: Any plot of land, common areas excepted, shown on the recorded subdivision plates of Big Valley Subdivision, Bandera and Medina Counties, Texas.

Section 2.4 Member: Persons entitled to membership in The Association as provided in these by-laws.

Section 2.5 Owner: Legal holders of title to lots within the subdivision, excepting owners of title by security only.

Section 2.6 Subdivision: The tract of real property described in the Articles of Corporation, and such additions thereto as may be brought within the jurisdiction of the Association.

**ARTICLE III
MEMBERS**

Section 3.1 Membership in the Association shall consist of all property owners.

Section 3.2 Any person shall exercise the rights of membership until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a member. Such proof may consist of a copy of a duly executed and acknowledged deed or title

insurance policy evidencing ownership of some part of the Property. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

Section 3.3 The Board of Directors may provide for the issuance of certificates evidencing membership in The Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

ARTICLE IV MEETINGS

Section 4.1 Meetings of the Members may be called at any time by the Board, President, or by the written request of members who are entitled to vote.

Section 4.2 Special meetings of the Members may be called at anytime by the President or by written request of members who are entitled to vote.

Section 4.3 Big Valley Homeowners Association shall hold at least one annual meeting each year to elect officers and conduct business.

Section 4.4 Formal executive board meetings held by the Board shall be announced by proper notice to the Homeowners Association Members and minutes shall be made available to members upon request.

Section 4.5 In respect to all meetings of Big Valley Homeowners Association, notice shall be given to the Members by the Board not more than sixty (60) days notice before the meeting and not less than ten (10) days before the meeting. Notice may be given by mail, physical delivery, or posting in a communal area recognized as a place for announcement by The Homeowners Association.

Section 4.6 Order of Business for Meetings shall occur as follows:

1. Roll Call
2. Proof of notice of meetings or waiver of notice
3. Reading of Minutes of preceding meeting
4. Reports of Officers
5. Reports of Committees
6. Election of Directs (if applicable)
7. Unfinished Business
8. New Business

ARTICLE V VOTING

Section 5.1 All Members are permitted to vote in Homeowners Association Meetings, this right cannot be suspended from the Member by the Board under any circumstances. However, there will be only one vote per lot for elections even if husband and wife are both owners.

Section 5.2 At all meetings of Members, all members may vote in person or by proxy. All proxies shall be written or emailed to the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the member of the Member's property interest or on receipt of notice by the Secretary of the death or judicially declared incapacity of such member. No proxy shall be valid after (12) twelve months from the date of its execution, unless otherwise specifically provided by the proxy.

All rules applicable to the voting of Members shall be applicable to Proxy Voting less the instances that Proxy Voting is designed to alleviate.

Section 5.3 In order for any vote to be valid at a meeting of members there shall be required at least ten percent (10%) of the voting members, either by proxy or in person. If a quorum of ten percent (10%) is not reached then a member shall immediately move that an emergency meeting be set to vote on the matters at hand. The quorum requirement for an *emergency* meeting to cast a vote shall be the number of members present, either by proxy or in person.

Section 5.4 A vote shall be deemed to have passed if a majority of the quorum has voted to approve the motion.

Section 5.5 All votes must be written and signed by the voting member casting the vote.

Section 5.6 Any member present at the meeting, either by proxy or in person, may move that a recount be conducted on any vote performed. Upon being approved by a vote the recount will be conducted by the President and Secretary unless the vote is in regard to the President and Secretary.

ARTICLE VI BOARD OF DIRECTORS

Section 6.1 The affairs of this Homeowners Association shall be managed by a Board of Directors consisting of not less than three (3) and not more than five (5) persons, all of whom must be members of the Association.

Section 6.2 At the first meeting of the Association, the Members shall elect the initial Directors who shall hold office until the first annual election of Directors by the Members. After the first meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year until their successors are elected and qualified.

Section 6.3 Directors may be removed from office without cause by a majority vote of the Members of the Association.

Section 6.4 In the event of a vacancy on the Board caused by the death, resignation, or removal of a director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor.

Section 6.5 A director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

Section 6.6 The Board shall have the powers and duties to manage the Association and shall be subject to limitations on such powers and duties, as enumerated in these by-laws.

Section 6.7 The Board shall have the duty of maintaining liability and hazard insurance on all common areas and amenities.

Section 6.8 The Board Members of the Association shall constitute the following positions:

President: The president shall preside at all meetings of the Association, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall cosign checks and promissory notes.

Vice-President: The vice-president shall act in place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings, of the Board and of Members; keep appropriate current records showing the Members of the Association with their addresses, and perform such other duties as may be required by the Board or by law.

Treasurer: The Treasurer shall receive and deposit in an appropriate bank account all funds of the Association; and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of The Association; shall keep proper books of account; shall cause an annual audit of The Association books by

an Audit Committee of the Association's member(s); shall prepare an annual budget and statement of income and expenditures. A copy of these documents will be delivered upon receipt of a written request and a report of which shall be given at the regular meetings of members.

ARTICLE VII COMMITTEES

Section 7.1 The Association shall appoint committees as reasonably required to assist in the management of The Association.

ARTICLE VIII ASSESSMENTS

Section 8.1 The sum of eighty dollars (\$80.00) per year per lot commencing January 1, 2020 and payable as follows. Annual assessments shall be paid once a year by members of The Association in amounts and at times provided to them by the Board of Directors by mail not more than three-hundred and sixty-five (365) days and not less than ten (10) days from the date the assessments shall be due.

Section 8.2 At the discretion of the Board of Directors, assessments may be increased by not more than ten percent (10%) of the previous year's assessment value.

Section 8.3 Members who fail to pay assessments will be subject to a penalty in the amount of ten percent (10%) of the assessment that remains unpaid.

Section 8.4 Interest shall accrue against an unpaid assessment amount at a rate of ten percent (10%) per annum.

Section 8.5 Members of the Association who are actively deployed in the military or required under their obligations to be absent from their home are excused from all late fees and interest applied to their lot for six (6) months in addition to the time they are absent.

Section 8.6 The Board of Directors shall provide not less than thirty (30) days notice to a Member of the Association delinquent in their assessment payments that the collection of their dues has been turned over to a third party debt collection agency.

Section 8.7 A Member who is delinquent in assessment payments to the Association will be offered the option of a payment plan, not to extend beyond eighteen (18) months from the time it begins, to satisfy past due assessments without penalty or interest. The Association has the right to waive the right to a payment plan if the delinquent Member has defaulted on

a payment plan with the Association within the previous two (2) years. Payment plans are registered in Medina County.

Section 8.8 Collections made by the Association of past due assessments, regardless of how the payment was obtained, shall be applied in the following order:

1. Delinquent Assessments
2. Current Assessments
3. Attorneys Fees or Third Party Collection Fees
4. None Collection Attorneys Fees
5. Fines and Interest
6. All other Amounts

Section 8.9 Upon the failure to comply with a payment plan between the delinquent Member and The Association, The Association will provide not less than thirty (30) days notice to the delinquent member of intent to place a lien against the property.

Section 8.10 All Liens against property will be prepared by an attorney retained by The Association.

Section 8.11 All foreclosure proceedings against an assessment lien shall follow all applicable judicial foreclosure requirements of the county. Further, The Association shall provide notice to all other interest holders in the property and provide not less than sixty (60) days to cure the outstanding assessments and satisfy the lien.

ARTICLE IX TRANSFER FEES

Section 9.1 When a lot that is subject to Association rules and regulations is conveyed to a new owner a processing fee of \$150.00 shall be assessed against the new owner and this payment shall satisfy all administrative cost of the transfer regardless of excess expenses of The Association.

ARTICLE X PROPERTY RIGHTS

Section 10.1 Every owner of a lot shall have an express easement provided by these by laws and the obligating covenant on their property to the enjoyment of the common areas and amenities of The Association.

Section 10.2 Any conveyance of common areas or amenities of The Association by The Association must be approved by a Member vote.

Section 10.3 The Association is entitled to restrict certain rights of the property owners, including rights to common areas, and access to certain amenities. The right to vote on Association business cannot be restricted by The Association at any point.

ARTICLE XI AESTHETIC COMPLIANCE

Section 11.1 The Association shall have the right to restrict the aesthetic properties of certain additions to a Members Lot, such as: rain collectors, solar panels, religious displays, the display of flags, paint color, landscaping, mailbox design, fence structure, etc.

Section 11.2 All construction plans, residences, structures, and other improvements to be built or placed on a Member's lot shall be approved by the Board of Directors or a committee assigned to such a task before any action may be taken by the Member.

Section 11.3 If there is a dispute between the Association and the Member as to whether or not the structure may be built then the Association may call an emergency meeting where a member vote shall approve or deny the offending condition.

Section 11.4 If a Member violates these by-laws and erects a structure or aesthetically alters their lot in such a way that is in clear violation with the status quo of the neighborhood then the Member shall have no rights to contest and will remove the structure or offending alteration at their own expense.

ARTICLE XII RECORDS

Section 12.1 The Board of Directors shall keep the books and records of The Association at the principle office of The Association. The principal office can be changed, from time to time, by the Board of Directors without a vote by the Members.

Section 12.2 The books or records shall be available for inspection on Fridays.

Section 12.3 Members shall have access to all documents of The Association and shall be allowed to request copies of any documents or records at a cost of \$2.00 per page.

ARTICLE XIII CORPORATE INFORMATION

Section 13.1 The Association shall have no corporate seal.

Section 13.2 The fiscal year of the corporation shall be the calendar year.

ARTICLE XIV AMENDMENTS

Section 14.1 These by-laws may be amended at a regular or special meeting of the Members under the rules as any other type of Association business.

ARTICLE XV SEVERANCE OF RULES

Section 15.1 Any portion of these rules which violates the laws of Texas shall be struck from the by-laws and shall have no effect on the validity of these by-laws.

**AMENDED RESTRICTIONS OF THE BIG VALLEY
HOMEOWNERS ASSOCIATION, INC.
A Non-Profit Organization**

The undersigned, being the owners of all the described within the boundaries Exhibit "A" attached hereto in Bandera County, Texas, and Medina County, Texas have mutually agreed to impose upon all of the said land the restrictions hereinafter set forth, for the mutual benefit of each of the protection and preservation of the entire subdivision and, accordingly, by its execution heretofore counterparts hereof, do hereby impose upon all of the said land and the tracts into which it is presently divided, the following restriction upon the use thereof, which shall be for the benefit of and binding upon the undersigned and all owners and purchasers from the undersigned and be their heirs, successors, and assigns as follows, to-wit:

**ARTICLE I
DESCRIPTION**

The property covered by these restrictions is all of the land described in Exhibit "A" attached hereto in Bandera County, Texas and Medina County, Texas. The said property shall be held and subject to the reservations, restrictions and covenants herein set forth.

**ARTICLE II
USE OF LAND**

Tracts fronting on Park Road 37 may be considered by the Advisory Committee for non-offensive business purpose. All other tracts shall be used for private dwelling purpose only. No structure shall be erected, placed, altered or permitted to remain on any one of said tracts other than family dwellings of no more than two stories in height, and private garage carport, storage and utility rooms provided, however, that no garage, storage and utility room shall be erected on any tract until after or coincident with the building of a dwelling thereon and in keeping with these restrictions. Only single family dwellings and duplex houses are permitted subject to approval of the Advisory Committee. Apartments, townhomes and condominiums are prohibited unless consent is obtained from 75% of tract owners and the Advisory Committee.

No store or business house, no gas or oil or automobile service station and no building of any kind whatsoever shall be erected on or maintained thereon except those tracts fronting Park Road 37 and subject to the conditions hereof.

No noxious or offensive trade which or profession be carried on in any structure or upon any tracts, nor shall anything be done thereon with may be or become an annoyance or nuisance to the neighborhood. The only business permitted upon any tract shall be a type of self-employment as may be engaged in by the owner or member of the owner's family residing on the premises and approved by the Advisory Committee. No employees, nonresident upon the premises, may be employed in any such business on

the premises (sic), and it shall not be permissible to use the premises as a headquarters or office for outside employees, except as approved by the Advisory Committee. Any business shall be conducted in a structure or completely screened from public view, no business, trade, profession, shall be conducted from this subdivision that will compromise the privacy of this subdivision.

No illegal, immoral or vicious activity shall be permitted.

When construction of any improvement is begun, it shall be completed with reasonable diligence.

No animal or livestock shall be kept on the property in such manner or with such lack of care as to cause offensive sights, odors or noises or to be cruel or inhumane, or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity.

No more than two dogs or cats may be kept on any tract. Dogs must be kept within a fenced yard. No dogs may be kept which is vicious, or which injures other domestic animals or livestock. When walking dog outside of your property, must have dog on leash.

Every dwelling erected/installed on any tract shall front or present a good frontage on the road on which said tract fronts.

ARTICLE III SIZE AND FINISH OF DWELLING

Mobile and modular homes shall be permitted provided they conform to the requirements established by these restrictions.

The exterior of all residences will be finished from ground level with no exposed foundations. Mobile and modular homes will be skirted immediately upon installation or within 120 days. Roofs will be kept free of all extraneous material. All exteriors of residence will be completely finished and maintained, to include a minimum of two coats of paint if of a material other than stone, brick or natural wood, such as cedar, cypress or redwood.

Mobile and modular homes shall be permitted, provided they conform to the requirements established by this restriction;

1. A minimum of 800 square feet living area.
2. Exteriors will be finished from ground level, no exposed foundations.
3. Mobile and modular homes will be skirted within 120 days from time of installation.
4. Roofs to coincide in style and architectural design, completely finished and maintained.
5. All exteriors will be of wood or wood composition material or equivalent completely finished and maintained to include a minimum of two coats of paint.

Accepted materials are: stone, brick, or natural wood (such as cedar, cypress or redwood), galvanized or a clad aluminum so as to retard corrosion.

ARTICLE IV FIREARMS

Hunting or discharge of firearms prohibited on any tract.

ARTICLE V OUTBUILDING REQUIREMENTS

Every outbuilding, except a green house, shall correspond in style and architecture to the dwelling to which it is appurtenant (sic). No outbuilding shall be used as a residence. Commercial metal utility buildings shall also be permitted as long as they are properly anchored and present a neat appearance conforming to the principal residence.

ARTICLE VI DWELLING SETBACK

All building (sic) will be set back a minimum of 100 feet from the center line of the road whenever possible. No part of any building shall be nearer to the side of property line than 5 feet. Variances may be considered by the Advisory Committee.

ARTICLE VII SIGNS, BILLBOARDS, AND MISCELLANEOUS PROVISIONS

The construction and maintenance of signs, billboards and advertising structure of any kind on any tract is prohibited unless approved by the Advisory Committee.

Oil, gas, butane or propane tanks must be located in side yard or back yard whenever possible and terrain permitting.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the tract upon which the improvements are to be erected and shall not be placed on the street.

No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Outside burning is prohibited unless approved by the Advisory Committee.

Partially dismantled or inoperative motor vehicles or parts thereof shall not be kept on any tract or in the streets or roads. Commercial trucks and/or construction equipment shall not be kept on any tract or in the street or roads.

Items or equipment not customarily found in family dwellings subdivisions shall not be stored on any tract.

Motor vehicle parking on the street or roads is prohibited.

Fencing to be post and rail or vertical siding or rough cedar or field style. Any other types of fencing must be approved by the Advisory Committee and all adjoining property owners. Fencing shall not exceed 6 feet in height. Outside perimeter fence of Big Valley Subdivision shall remain wire net ranch type fencing. Any fencing around tracts must provide good access for utility meter reading and maintenance or utilities. Tracts located on creeks must have fencing offset 50 feet from centerline of creek.

ARTICLE VIII UTILITIES AND EASEMENTS

Whenever a residence is established on any tract, it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract.

Utility easements are established by plat but call for 60 feet utility easements in road right of ways plus 10 foot side and rear tract easements.

The scenic easements are established on all tracts in Unit 1, Block 1 and on Tracts 13, 14, 17 in Unit 1, Block 3 and not necessary due the development of Unit 3.

ARTICLE IX MAINTENANCE

Each tract shall be kept in a neat, attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property.

ARTICLE X ADVISORY COMMITTEE

The president shall appoint an Advisory Committee of not less than three Class A members, with the approval of $\frac{3}{4}$ of voting homeowners.

Approval of Plans and Specifications

Any building mobile or modular home, fence, wall or other structure shall be commenced, erected or installed in accordance with established state and county building codes.

Response to Applications

The Advisory Committee shall respond in writing approving or rejecting all applications submitted within 30 days of the receipt of the application.

Right to Enforce

In the event an owner of any tract shall fail to maintain the premises and the improvements situated thereon on a neat and orderly manner, the owners or the Advisory Committee shall have the right, through their or its agents and employees, to enter upon said tract and to repair, maintain and restore to the lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the owner.

The Advisory Committee or Medina County Commissioners are granted the authority to enforce all restrictions.

The Advisory Committee is granted authority to make changes in the restrictions on a one-tract basis.

The Advisory Committee will be selected by the President and majority vote of the land owners owning tracts in the subdivision. Each owner will be entitled to one vote for each tract owned.. The vote may be taken at a meeting held for that purpose, or by mail or proxy.

ARTICLE XI BIG VALLEY SUBDIVISION PROPERTY OWNERS ASSOCIATION MEMBERSHIP

All lot owners shall become and continue to be members of the Big Valley Homeowners Association, a nonprofit corporation and agree to comply with its governing articles, the purpose of which is to provide various services and facilities for the use and benefit of the property owners, and all lot owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such Homeowners Association in accordance with its duly provided Charter, By-Laws and Resolutions.

STREETS

The Big Valley Homeowners Association, as trustee for the Lot owners of Big Valley Subdivision, shall own and maintain all streets in Big Valley Subdivision, said streets will not be maintained by Medina County, Texas.

NOTICE OF ASSESSMENTS

The Big Valley Homeowners Association, in accordance with its By-Laws shall make certain assessments which shall be levied against each and every lot plotted in Big Valley Subdivision and such assessment shall constitute a lien on the respective lots, all the above in accordance with the By-Laws of Big Valley Homeowners Association.

AMENDMENTS

The Big Valley Homeowners Association is hereby granted the continuing right to modify or amend any and all of the reservations, restrictions or covenants herein contained.

ARTICLE XII DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2020, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.

The owners, subdividers and county commissioners shall have the right, to enforce by any proceedings at law or in equity all restrictions, conditions and reservations now or hereafter imposed by the provisions of these covenants. Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIII SEVERABILITY

The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all provisions shall remain in full force and effect.

I Cody Truxal, Secretary of Big Valley Homeowners Association on ____/____/_____ present these Amended By-Laws and Restrictions imposed on Real Estate by Owners for recording. The changes to these By-Laws were voted in on November 1, 2019 by a majority of Homeowners. There was a quorum and these Amended By-Laws and Restrictions went into effect immediately upon acceptance by the Homeowners.