

## Proposed bylaw updates

To: Property owners of Nocona Hills,

This is a short summary of the proposed Bylaw updates.

6.02(a) & 8.02 are simply date changes to coordinate with our documents.

6.03(a), 7.08, 7.12, 14.01(b), 14.01(h), 14.01(i) all are to better clarify the intent and meanings in these sections.

10.02 this change combines the duties of two committees making for more efficient and simple rules enforcement.

14.01(e) & 14.01(f) Will provide the minimal funds needed to maintain and improve the common grounds such as all roadways, parks and recreational areas which is mandated by our governing documents.

*This is added to clarify “developer” & nonresidential improved property in Nocona Hills documents*

### Add

**2.18 “Developer” For Owners of Multiple lots, a developer status will be granted provided the owner meets developer requirements set out for Montague County tax inventory status.**

**2.19 Improved Lots. Lots that have structural improvements on them but are not habitual residences.**

**2.20 Non-Residential. Privately Owned Commercial or non-residential Property.**

### 6.01 Voting.

*This was favored by many members saying 20 days was to far in advance causing set aside and forgotten.*  
*Existing*

**6.01 Voting.** All matters to be voted upon by members of the Association shall be ballots mailed, hand-carried, or electronically transmitted to the Association office. Unless specifically provided for elsewhere in these Bylaws, ballots, together with necessary information, shall be mailed, or electronically transmitted to all members, not earlier than sixty (60) days or later than **twenty (20) days prior** to the closing date for acceptance of ballots.

### Proposed

**Ten (10) days prior**

---

### 6.02 Meetings of Members.

*This was only to change the month of the annual meeting so as to report on the past year as well as the future*

*Existing*

**[a] Annual Meeting.** An annual meeting of the members of the Association shall be held on the second Saturday of *December* to review the accomplishments of the previous year and discuss other matters of importance, and in election years, to announce the results of the election of Directors or the results of any other election held at the same time. No voting shall be conducted during the meeting.

## **Proposed**

**[a] Annual Meeting.** An annual meeting of the members of the Association shall be held on the First Saturday of April to review the accomplishments of the previous year and discuss other matters of importance. No voting shall be conducted during the meeting.

### **6.03 Procedures for Electing Directors.**

*This change only coordinates the calendar of the election process*

Existing

[a] Nominations. Nominations for the Board of Directors must be submitted to the Nominating Committee no later than September 1st of each election year. The committee will **select the best qualified** applicants and publish their names on the Association Web site, and post them on the posting board at the association's office, or include them with member's statement.

## **Proposed**

**[a] Nominations.** Nominations for the Board of Directors must be submitted to NHOA no later than 90 days before the election date in the election year. NHOA will publish the names of all qualified applicants on the Association Web site and post them on the posting board at the association's office.

*This would eliminate 10.04*

---

### **8.02 Election of Officers.**

Existing

**8.02 Election of Officers.** The officers of the Board shall be elected annually by the Board at the first meeting, which shall be held not later than ten (10) days following the Annual Meeting of the membership.

## **Proposed**

*To comply with state law and coordinate with election calendar*

**8.02 Election of Officers.** The officers of the Board shall be elected by the Board at the first BoD meeting following the newly elected BoD.

---

### **7.08 Regular Meetings**

*This change only coordinates the calendar of the election process*

Existing

**7.08 Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors but at least one such meeting shall be held every ninety (90) days. Notice of regular meetings of the Board shall be given to each Director prior to the day named for such meeting.

## **Proposed**

**7.08 Regular Meetings:** Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors as business dictates. Notice of regular meetings of the Board shall be given to each Director prior to the day named for such meeting.

## **7.12 Fidelity Bonds**

*This changes is made to comply with the underwriters wording and definition as well as state law*

Existing

**7.12 Fidelity Bonds.** The Board shall require that the Association maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements: all shall name the Association as an obligee; all shall be written for an amount at least equal to the *estimated maximum of funds*, including reserves, in the custody of the Association; all shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression; all shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days written notice to the Association. The premiums on such bonds shall be paid by the Association.

## **Proposed**

**7.12 Fidelity Bonds.** The Board shall require that the Association maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees and employees and all others who are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements: all shall name the Association as an obligee; all shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression; all shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days written notice to the Association. The premiums on such bonds shall be paid by the Association.

---

**Combined 10.02 & 10.06** *All areas of architectural control, restrictive covenants, bylaws and rules, enforcement and suggestions for changes including new rules polices procedures will come under this committee.*

Existing

**10.02 Residence Compliance Committee.** The President shall appoint a Residence Compliance Committee comprised of at least three (3) members. This committee shall insure the integrity of the architectural control specifications as outlined in the Covenants, as it may deem necessary or proper for the performance of its duties. Architectural Committee rules must be approved by the Board before they become effective. The committee is to further assure, when a building permit is issued, the improvements planned will not result in a condition that violates the Association’s Covenants, Bylaws, Rules or Architectural Control Handbook. This committee shall be elected by the same rules as in 6.03.

**10.06 Rules Enforcement Committee.** The President shall appoint a Rules Enforcement Committee of at least five (5) members, none of whom shall be a Board Member. The duties, responsibilities and powers of this committee are set forth in Rules and Procedures.

## **Proposed**

**10.02 Rules Compliance Committee.** A Rules Compliance Committee of a least five (5) members, none of whom shall be a Board member. The duties, responsibilities and powers of this committee are set forth in the Rules and Procedures. All Rule & Procedures are to be approved by the Board.

---

## **14.01 Obligation**

*It is the responsibility of the BoD to propose and implement a budget that reflects the reasonable cost to keep the assets of Nocona Hills in good order and to propose a fee structure to support that budget. If Nocona Hills is going to keep up with & improve, a Fee increase is warranted. Cost continue to rise & much needed repair & improvement are necessary*

*This change supports infrastructure improvements that must be addressed and are mandated. The infrastructure improvements and the obligation for the NHOA Board to fund them is mandated in the governing documents for Nocona Hills. It will help promote new buyers and expand our maintenance base keeping our future fees low. The supporting documents are as follows Bylaws under **Duties in 7.02 and 7.03 a, c, f and k** also in the Articles of Incorporation **Article IV. 7.03 Other Powers and Duties**. Such powers and duties of the Board shall include, but shall not be limited to the following, all of which shall be done for and on behalf of the members of the Association: **[c]** To keep in good order, condition and repair the Association Facilities and all items of personal property owned by the Association and used by the members in the enjoyment of the Association Facilities.**[f]** To make necessary repairs, additions, alterations and minor improvements to permit safe use of Association Facilities and to prolong the useful life of the Facilities...To maintain and preserve all roads, and community facilities within Nocona Hills....beaches, boat launching ramps and camping areas...To maintain, preserve and promote...Nocona Hills.*

Existing

**[b]** Each annual maintenance fee and maintenance residence fee shall be due January 1 of each year.

**Proposed**

**[a] Exceptions to be eliminated**

**[b] Each annual maintenance fee and maintenance residence fee shall be due the Beginning of the current fiscal year (January 1 of each year).**

**[e] & [f] Fees**

**[h] All Fees and Charges will be paid as prescribed in NHOA Policies.**

**[i] All Delinquent Fees and Charges are subject to Late penalties as prescribed in NHOA Policies**

---

Existing

**14.07 Constituted Lot (Multiple Lots combined as One Lot).**

[a] In accordance with Section II of the Covenants, .....such lots shall be therefore be considered as one lot for all purposes under the Covenants, including maintenance assessments, and for lots owned by one owner where such lots are contiguous or interconnected by property line even those divided only by right of ways, regardless of the number of such lots. **In order to have these combinations of lots recognized, the owner or owners shall be required to file an affidavit in the Deed Records of Montague County, Texas to evidence such action and shall describe the means of combination and the Association provided a copy of the recorded affidavit.** Maintenance assessments will be reduced prospectively to reflect the combination on all billings following receipt of the affidavit. When lots have been combined under 14.07 and thereafter are divided off and by deed, contract, or lease, and/or held by a different owner/occupant, the lot or lots are immediately subject to maintenance fees for the previous five (5) years.

**Proposed**

**14.07 Constituted Lot (Multiple Lots combined as One Lot).**

[a] In accordance with Section II of the Covenants, .....such lots shall be therefore considered as one lot for all purposes under the Covenants including maintenance assessments. **In order to have these combinations of lots recognized, the owner or owners shall be required to file an affidavit in the Deed Records of The Association, to evidence such action and shall describe the means of combination.** Maintenance assessments next upcoming year will be reduced prospectively to reflect the combination on all billings following receipt of the affidavit. When lots have been combined under 14.07 and thereafter are divided off and by deed, contract, or lease, and/or held by a different owner/occupant, the lot or lots are immediately subject to the full current year's maintenance fee. Any changes made to or on the property must be of such so as to ensure, for all owners, harmony in the area.