

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**SIXTH SUPPLEMENTAL CERTIFICATE AND
MEMORANDUM OF RECORDING OF DEDICATORY
INSTRUMENTS FOR SAFARI WATERS RANCH
PROPERTY OWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF HENDERSON §

The undersigned, as attorney for Safari Waters Ranch Property Owners Association for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto (collectively, the “*Property*”), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

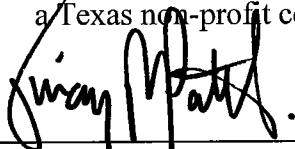
- ***First Amended and Restated Bylaws of Safari Waters Ranch Property Owners Association*** (Exhibit A).

All persons or entities holding an interest in and to any portion of Property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, Safari Waters Ranch Property Owners Association has caused this Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Henderson County, Texas, and serves to supplement those dedicatory instruments recorded in or filed as: (i) Volume 2836, Page 644; (ii) Instrument No.

2010-00001414; (iii) Instrument No. 2011-00015255; (iv) Instrument No. 2012-00001045; (v) Instrument No. 2012-000009053; (vi) Instrument No. 2014-00013271; (vii) 2015-00014805; (viii) Instrument No. 2016-00013422; and (ix) Instrument No. 2016-00013661, all in the Official Public Records of Henderson County, Texas. The dedicatory instrument attached hereto shall serve to replace any dedicatory instrument previously filed of record by the Safari Waters Ranch Property Owners Association addressing the same or similar subject matter.

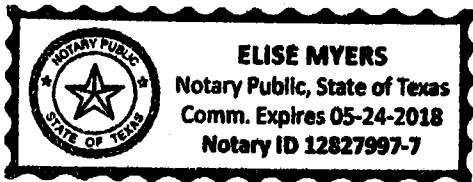
SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION
a Texas non-profit corporation

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Safari Waters Ranch Property Owners Association known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this the 13th day of January, 2017.



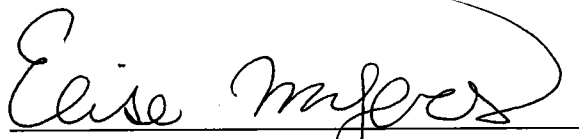

Notary Public, State of Texas

EXHIBIT A

**FIRST AMENDED AND RESTATED BYLAWS
OF
SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION
A NONPROFIT CORPORATION**

1. NAME AND LOCATION

- 1.1 The name of the corporation is SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION.
- 1.2 The principal office of the corporation shall be located at 4514 Cole Avenue, Suite 720, Dallas, Texas 75205.

2. DEFINITIONS

- 2.1 "Association" shall mean and refer to SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION, its successors and assigns.
- 2.2 "Common Area" shall mean all real property owned by or dedicated to the Association for the common use and enjoyment of the Owners.
- 2.3 Not Utilized
- 2.4 "Declarations" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Subdivision and now or hereafter of record in the Office of the County Clerk of Henderson County, Texas.
- 2.5 "Lot" shall mean and refer to any numbered plot of land shown on the recorded Subdivision plats, except those plots used as common areas for all residents.
- 2.6 "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declarations.
- 2.7 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision; provided, however, that the Seller under a recorded Contract for Deed shall be deemed the "Owner" of any such Lot until such time a Warranty Deed is given.
- 2.8 "Subdivision" shall mean and refer to that certain real property known as Safari Waters Ranch, which includes all phases of Safari Waters Ranch already platted or to be platted, together with any other property developer may own or hereafter acquire and annex into Safari Waters Ranch.
- 2.9 "Submembers" shall mean and refer to those owners of tracts in Safari Farms who have exercised their option to join as set forth in the Declarations of Safari Waters Ranch.

3. MEETINGS OF MEMBERS

- 3.1 Annual Meetings. There shall be a meeting of the Members held on an annual basis at such date and time as the Board of Directors may set.

- 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or on written request of Members who are entitled to vote one-fourth of all votes.
- 3.3 Notice of Meetings. Except as provided in the Declarations, written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each Member entitled to vote thereafter, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of receiving notice, or by publishing in a weekly Henderson County newspaper notice of the meeting for a least two (2) consecutive weeks prior to said meeting. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.
- 3.4 Quorum. The presence at the meeting of Members, in person or by electronic or absentee ballot, entitled to cast twenty percent (20%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declarations, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.
- 3.5 Proxies, Absentee Ballots and Electronic Ballots. At all meetings of Members, each Member may vote in person or by directed proxy or, if permitted by the Board of Directors, by absentee ballot or electronic ballot. All directed proxies shall be in writing and filed with the vote tabulator before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy. For purposes of this section, an "electronic ballot" may include one or all of the following, as determined by the Board of Directors: (i) a ballot given by electronic mail; (ii) a ballot given by facsimile transmission; or (iii) a ballot posting on an Internet website. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website. All ballots and directed proxies shall be in writing and submitted to an independent 3rd party who shall count the ballots/directed proxies received, tabulate voting results and submit the final results to the Secretary.

4. MEMBER VOTING RIGHTS

- 4.1 Voting Member. Any Member shall be allowed to vote at any and/or all meetings, however, no lot shall have more than one vote regardless of the number of voting Members owning such Lot.
- 4.2 Nonvoting Members. Submembers shall not be allowed to vote at any member meeting, however, all submembers shall comply with these Bylaws, the Restrictions covering Safari Waters Ranch Subdivision and all rules and regulations established by the Association.

5. BOARD OF DIRECTORS – NOMINATION; TERM OF OFFICE; REMOVAL

- 5.1 Number. A Board of five (5) Directors, all of whom must be Members of the Association, shall manage the affairs of the Association. Each year, the Board will appoint a President and Vice President from the members of the Board.
- 5.2 Nomination. Candidates must be solicited at least ten (10) days before the date absentee ballots or any other ballots, including directed proxies, are disseminated to Members for the purpose of electing directors. The candidate solicitation notice must contain information for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline to submit the request may not be earlier than the 10th day after the day the Association provides the candidate solicitation notice. The candidate solicitation notice shall be given by posting the notice on the Association's website and sending via electronic mail to all Members who have registered an electronic mail address with the Association.
- 5.3 Term of Office. Each Board member will serve a term of two (2) years. At the annual election following the adoption of two (2) year terms, three (3) Directors shall be elected to office. At the next annual election, two (2) Directors shall be elected to office. At subsequent annual elections, the number of Directors elected will rotate between three (3) and two (2) new Directors to maintain a total of five (5) Directors.
- 5.4 Removal. Except as provided below, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of the predecessor.
- 5.5 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

6. BOARD OF DIRECTORS – ELECTION

- 6.1 Election. Election to the Board of Directors shall be by secret written ballot, which may include electronic ballots. At such election the Members or their proxies may cast, in respect to the vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

7. BOARD OF DIRECTORS – MEETINGS

- 7.1 Regular Meetings. A Regular meeting of the Board of Directors shall be held during the month of May and announced in accordance with open meeting requirements contained in Chapter 209 of the Texas Property Code. Notice of the time, date, place, and general subject of a meeting of the Board of Directors, shall be given to the Members no less than seventy-two (72) hours before the meeting, by electronic mail to those Members who have registered an electronic mail address with the Association, and by posting the notice on the Association's website.

7.2 Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

7.3 Action Without a Meeting. The Board may take action without a meeting by electronic or telephonic means if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. The majority vote of all Directors is required to take action without a meeting. Any action taken without a meeting must be summarized orally and documented in the minutes of the next regular or special meeting of the Board. Notwithstanding the foregoing, the Board may not act upon any of the following matters without a meeting: (1) fines; (2) damage assessments; (3) initiation of foreclosure actions; (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (5) increases in assessments; (6) levying of special assessments; (7) appeals from a denial of architectural control approval; (8) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue; (9) lending or borrowing money; (10) the adoption or amendment of a dedicatory instrument; (11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent; (12) the sale or purchase of real property; (13) the filling of a vacancy on the board; (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (15) the election of an officer.

7.4 Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act of decision of the Board.

8. BOARD OF DIRECTORS – POWERS AND DUTIES

8.1 Powers. The Board of Directors shall have power to:

8.1.1 Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the member and their guests thereon; and to establish penalties for infractions of such rules and regulations;

8.1.2 Not Utilized.

8.1.3 By a simple majority of the Board of Directors vote, exercise on behalf of the Association all powers, duties and authority vested in or delegated to the association and not specifically reserved to the membership by the Declarations, Articles of Incorporation, or by other provisions of these Bylaws. A minimum of four (4) members of the Board of Directors is required to vote YES for certain categories of business to include, but not limited to, proposed special assessments, any expenditure above 10% of the capital expenditures and any material change to, but not limited to, current wildlife and lake programs;

8.1.4 Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors; and

8.1.5 Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

8.2 Duties. It shall be the duty of the Board of Directors to:

8.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such a statement is required in writing by one-fourth of the Members entitles to vote thereat;

8.2.2 Supervise all officers, agents, and employees of the Association and see to it their duties are properly performed;

8.2.3 (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and (3) As an option to enforce the lien, foreclosure of same against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.

8.2.4 Issue, or cause an appropriate officer to issue, or demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.

8.2.5 Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

8.2.6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

8.2.7 Cause the Common Area to be maintained.

8.2.8 Financial Investments. All of the Association's cash assets must be maintained in accounts that are insured to protect the principal invested.

8.2.9 Financial Management.

a. Prepare an annual financial budget for the Association's anticipated annual expenses and revenues. The draft of the proposed budget is to be submitted to the Members for review and comments no later than November 15 of each year. The draft must be posted on the POA web site and sent by email blast to registered property owners. The proposed budget must be included with the annual assessment package mailed to the property owners.

b. Ensure the annual budget includes the transfer of a minimum of twenty (20%) percent of the projected annual maintenance charge to the Financial Reserve Fund.

c. Ensure that expenditures in excess of \$10,000 are approved in an open meeting of the Board of Directors prior to commitment of any funds. In the event of an

emergency project that exceeds \$10,000, the Board of Directors must notify the property owners of the spending and the nature of the emergency.

- d. Ensure that every contract entered into by the Association that has a financial commitment in excess of \$3,000 and/or a contract length in excess of 180 days is approved in an open meeting of the Board of Directors prior to signing the contract.
- e. Ensure that the actual annual spending does not exceed the amount of the approved budget by more than five (5%) percent without prior written notification to the members and approval by a super majority of the Board of Directors.
- f. The use of funds from the Financial Reserve Fund is limited to significant repairs (greater than \$2,000) to assets included in the reserve fund. All proposed projects funded from Reserves that exceed \$10,000 in cost must be identified in the proposed annual budget unless it is deemed to be an emergency.

9. OFFICERS AND THEIR DUTIES

9.1 Enumeration of Offices. The officers of the Association shall be a President and Vice President, a Secretary, a Treasurer, and such other non-voting officers as the Board of Directors may appoint from time to time by resolution create.

9.2 Not Utilized

9.3 Term. Each appointed officer shall hold office for a term of one (1) year unless he, or she, shall sooner resign, or shall be removed or otherwise disqualified to serve.

9.4 Special Appointments. The Board may elect such other officers as the affairs in 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.

9.5 Resignation and Removal. Any officer appointed by the Board of Directors may be removed from the office by the Board at any time with or without cause. Any officer appointed by the Board of Directors may resign at any time by giving written notice to the Board of Directors, 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.

9.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

9.8 Duties. The duties of the officers are as follows:

9.8.1 President. The President shall preside at all meetings of the Board of Directors; shall see that order and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall co-sign all checks and promissory notes.

- 9.8.2 Vice President. The Vice President shall act in the 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.
- 9.8.3 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 Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.
- 9.8.4 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular meeting of Members.

10. COMMITTEES

- 10.1 The Association shall have an Architectural Control Committee, as provided in the Declarations. In addition, the Board of Directors may appoint other such committees as it may deem appropriate in the performance of its duties.
- 10.2 The Board of Directors shall appoint any and all members of the Architectural Control Committee (ACC) after publishing a notice for volunteer candidates on the Association's website. Any and all rules promulgated by the ACC shall be no more restrictive than the existing Declarations and shall be reviewed, approved and filed at with the Henderson County Clerk by the Board of Directors after posting same for a Property Owner Association comment period of thirty (30) days. Once filed with the Henderson County Clerk by the Board of Directors, said rules shall apply and be enforceable. The standard term of service for members of the Architectural Control Committee shall be two (2) years.

11. ASSESSMENTS

- 11.1 As more fully provided in the Declarations, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If any assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his Lot.

12. BOOKS and RECORDS; INSPECTION

12.1 The books, records, papers of the Association shall be subject to inspection by any Member during ordinary business hours. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association where copies shall be made available for sale at a reasonable price.

13. FISCAL YEAR

13.1 The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation, and shall end on December 31st of the year of incorporation.

14. AMENDMENTS

14.1 These Bylaws may be amended by the Members at any annual or special meeting by vote of a simple majority of a quorum of Members present in person, by mail, by proxy, by facsimile transmission, or by electronic message.

15. CONFLICTS

15.1 These Bylaws shall serve to replace any Bylaws of the Association previously recorded with the Henderson County Clerk' Office, including any amendments thereto. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

SIGNED this ____ day of September, 2016.

SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION, INC.

By Frank W. Kindel
Frank Kindel, President

CERTIFICATION OF AMENDMENT TO BYLAWS

I, Kaye Bowling, acting Secretary of the Safari Waters Ranch Property Owners Association, Inc., hereby certify:

That this First Amended and Restated Bylaws of the Safari Waters Ranch Property Owners Association, Inc. were approved by a vote of a simple majority of a quorum of Members present in person, by mail, by proxy, by facsimile transmission, or by electronic mail, at the duly convened 2016 Annual Meeting of the Members of the Association held on September 17, 2016, and the same does now constitute the Bylaws of the Safari Waters Ranch Property Owners Association, Inc.



Kaye Bowling, Secretary

EXHIBIT B

Those tracts and parcels of real property located in the City of LaRue, Henderson County, Texas and more particularly described as follows:

- (a) **All lots and tracts of land situated in the Safari Waters Ranch Phase 1 Addition, an addition to the City of LaRue, Henderson County, Texas, according to the Plat thereof recorded in Cabinet E, Sheets 169A-169G in the Official Map Records of Henderson County, Texas;**
- (b) **All lots and tracts of land situated in the Safari Waters Ranch Phase 2 Addition, an addition to the City of LaRue, Henderson County, Texas, according to the Plat thereof recorded in Cabinet E, Slides 201-209 in the Official Map Records of Henderson County, Texas;**
- (c) **All lots and tracts of land situated in the Safari Waters Ranch Phase 3A Addition, an addition to the City of LaRue, Henderson County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 190 in the Official Map Records of Henderson County, Texas;**
- (d) **All lots and tracts of land situated in the Safari Waters Ranch Phase 3B Addition, an addition to the City of LaRue, Henderson County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 248 in the Official Map Records of Henderson County, Texas;**
- (e) **All lots and tracts of land situated in the Safari Waters Ranch Phase 3C Addition, an addition to the City of LaRue, Henderson County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 247 in the Official Map Records of Henderson County, Texas; and**
- (f) **All lots and tracts of land situated in the Safari Waters Ranch Phase 4 Addition, an addition to the City of LaRue, Henderson County, Texas, according to the Plat thereof recorded in Cabinet E, Slide 175 in the Official Map Records of Henderson County, Texas.**

Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2017-00000628

As

Recorded On: 01/13/2017 02:27 PM Recordings - Land

Parties: SAFARI WATERS RANCH PROPERTY OWNERS ASSOCIATION

To: SAFARI WATERS RANCH PROPERTY

Number of Pages: 13 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 70.00

File Information:

Document Number: 2017-00000628

Receipt Number: 2017-00778

Recorded Date/Time: 01/13/2017 02:27 PM

Recorded By: Alisha Harris

*****DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



A handwritten signature in cursive script, appearing to read "Mary Margaret Wright".

County Clerk
Henderson County, Texas

Record and Return To:

HENRY ODDO AUSTIN & FLETCHER
1700 PACIFIC AVENUE

DALLAS, TX 75201

