



**Mary Louise Nicholson**  
**Tarrant County Clerk**

100 W. Weatherford  
Fort Worth, TX 76196  
(817) 884 - 1195

wm-countyclerk@tarrantcounty.com

**OFFICIAL RECEIPT**

RECEIPT NUMBER	DATE
5599880	04/28/2022 12:58:08 PM

**Issued to:** BRANDON KNOTT  
2200 SMITH BARRY ROAD 100  
ARLINGTON, TX 76013

**For Payment of:**

Type	Pages	Reference #	Fees
1 CERTIFICATE	24	D222109778	\$111.00
<b>Total:</b>			<b>\$111.00</b>

**Amount Paid:** \$111.00  
**Change:** \$0.00

Method of Payment:	Reference Number:	Amount:
Credit Card	6c10544e	\$111.00

THANK YOU  
Mary Louise Nicholson  
County Clerk  
*Recording life's events since 2011*

Clerk: Tina M



Your feedback is important to us.  
Scan the QR Code and let us know how our service was today.

**WRITTEN ACTION OF  
KNIGHT'S LANDING ON EDEN ROAD  
HOMEOWNERS ASSOCIATION, INC.**

As of April 14, 2022 (the "Effective Date"), regarding the Knight's Landing on Eden Road residential subdivision located in Arlington, Texas (the "Subdivision"), the duly appointed President of Knight's Landing on Eden Road Homeowners Association, Inc. (the "Association"), which Association administers and manages certain matters regarding the Subdivision, hereby takes the actions stated below by this Written Action in lieu of a meeting. All exhibits and attachments to this Written Action shall be deemed a part of this Written Action.

**RESOLUTIONS**

RESOLVED, that in accordance with applicable law, the duly executed and existing Management Certificate of the Association is attached to this Written Action as Exhibit A;

RESOLVED, that in accordance with applicable law, the duly executed and existing Certificate of Formation of the Association is attached to this Written Action as Exhibit B;

RESOLVED, that in accordance with applicable law, the duly executed and existing Bylaws of the Association are attached to this Written Action as Exhibit C;

RESOLVED, that all actions of the President in furtherance of the foregoing Resolutions are hereby ratified, approved and affirmed, and the President is further authorized to take such actions and execute such further documents in the future as the President deems necessary or appropriate in furtherance thereof; and

RESOLVED, that in accordance with applicable law, this Written Action, the Management Certificate attached hereto as Exhibit A, the Certificate of Formation attached hereto as Exhibit B, and the Bylaws attached hereto as Exhibit C, shall be filed for record upon the following real property located in **Knight's Landing Addition, City of Arlington, Tarrant County, Texas, according to the Final Plat thereof recorded as Document Number D221159000, Real Property Records of Tarrant County, Texas:**

**A 12.448-acre tract of land being all of Block 1, Lots 1-21; Block 2, Lots 1-14, 15X and 16X; Block 3, Lots 1-15, 16X and 17X; Block 4, Lots 1-10, 11X and 12X; Block 5, Lots 1-10, 11X and 12X; Block 6, Lots 1-16, 17X and 18X; and Block 8, Lot 1X.**



**D222109778**

04/28/2022 12:58 PM

Page: 1 of 25

Fees: \$111.00

CERTIFICATE

SUBMITTER: BRANDON KNOTT

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

This Written Action is executed by the President of the Association as of the Effective Date stated above.

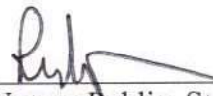
KNIGHT'S LANDING ON EDEN ROAD  
HOMEOWNERS ASSOCIATION, INC.

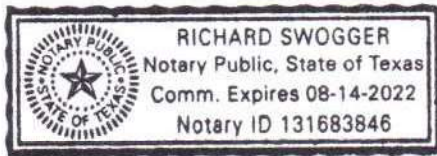
By:   
V. Gary Knott, President

THE STATE OF TEXAS           §  
COUNTY OF TARRANT       §

This instrument was acknowledged before me this the 14th day of April, 2022 by V. Gary Knott in the capacity stated above.

[affix Notary Seal]

  
Notary Public, State of Texas





**EXHIBIT A**

**MANAGEMENT CERTIFICATE  
FOR KNIGHT'S LANDING ON EDEN ROAD HOMEOWNERS ASSOCIATION, INC.**

This Management Certificate (this "Certificate") is executed as of April 14, 2022 by V. Gary Knott, as President (the "President") of KNIGHT'S LANDING ON EDEN ROAD HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"). The mailing address of the Association is **2200 Smith Barry Road, Suite 100, Arlington, TX 76013.**

The Association was duly created and is validly existing as the owners' association for the following real property located in **Knight's Landing Addition (the "Addition")**, City of **Arlington, Tarrant County, Texas**, according to the Final Plat thereof recorded as Document Number **D221159000, Real Property Records of Tarrant County, Texas:**

**A 12.448-acre tract of land being all of Block 1, Lots 1-21; Block 2, Lots 1-14, 15X and 16X; Block 3, Lots 1-15, 16X and 17X; Block 4, Lots 1-10, 11X and 12X; Block 5, Lots 1-10, 11X and 12X; Block 6, Lots 1-16, 17X and 18X; and Block 8, Lot 1X.**

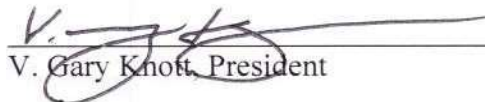
The Addition is subject to the **Declaration of Covenants, Conditions, Restrictions and Easements for Knight's Landing on Eden Road Addition**, recorded as Document No. **D222096602, Real Property Records, Tarrant County, Texas**, including all amendments thereto as of the date of this Certificate.

The name and mailing address of the person managing the Association or the Association's designated representative is:

**V. Gary Knott, President  
Knight's Landing on Eden Road Homeowners Association, Inc.  
2200 Smith Barry Road, Suite 100  
Arlington, TX 76013**

KNIGHT'S LANDING ON EDEN ROAD  
HOMEOWNERS ASSOCIATION, INC., a Texas non-  
profit corporation

By:

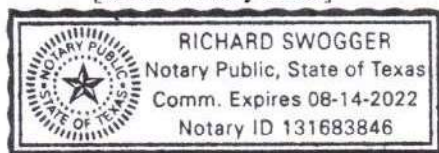
  
V. Gary Knott, President

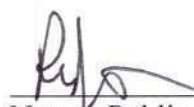
THE STATE OF TEXAS  
COUNTY OF TARRANT

§  
§

This instrument was acknowledged before me this the 14th day of April, 2022 by V. Gary Knott in the capacity stated above.

[affix Notary Seal]



  
Notary Public, State of Texas



**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

**Knight's Landing on Eden Road Homeowners Association, Inc.**  
File Number: 804424834

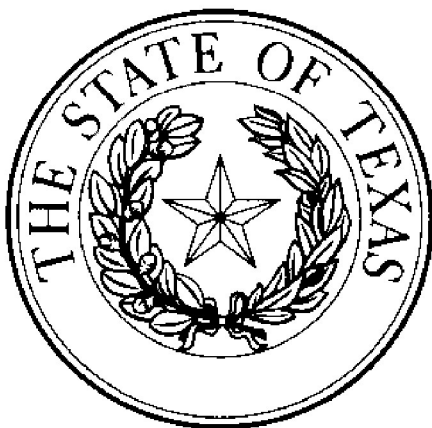
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/08/2022

Effective: 02/08/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott  
Secretary of State

**Form 202**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$25

**Certificate of Formation  
Nonprofit Corporation**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 804424834 02/08/2022  
Document #: 1118790260003  
Image Generated Electronically  
for Web Filing

**Article 1 - Corporate Name**

The filing entity formed is a nonprofit corporation. The name of the entity is :

**Knight's Landing on Eden Road Homeowners Association, Inc.**

**Article 2 – Registered Agent and Registered Office**

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**V Gary Knott**

C. The business address of the registered agent and the registered office address is:

Street Address:

**2200 Smith Barry Rd., Ste. 100 Arlington TX 76013**

**Consent of Registered Agent**

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

**Article 3 - Management**

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☒ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **V. Gary Knott**

Title: **Director**

Address: **2200 Smith Barry Rd., Ste. 100 Arlington TX, USA 76013**

Director 2: **Brandon Knott**

Title: **Director**

Address: **2200 Smith Barry Rd., Ste. 100 Arlington TX, USA 76013**

Director 3: **Rick Swogger**

Title: **Director**

Address: **2200 Smith Barry Rd., Ste. 100 Arlington TX, USA 76013**

**Article 4 - Organization Structure**

☒ A. The corporation will have members.

or

☐ B. The corporation will not have members.

**Article 5 - Purpose**

The corporation is organized for the following purpose or purposes:

**The specific primary purposes for which the Knight's Landing on Eden Road Homeowners Association, Inc. (the "Association") is formed are to provide for the maintenance, preservation and architectural control of the residence lots**

and common areas within a certain subdivided tract of real property described as follows, to wit:

Knight's Landing on Eden Road Addition to the City of Arlington, Tarrant County, Texas (the "Subdivision"), a 12.448-acre tract of land being all of Block 1, Lots 1-21; Block 2, Lots 1-14, 15X and 16X; Block 3, Lots 1-15, 16X and 17X; Block 4, Lots 1-10, 11X and 12X; Block 5, Lots 1-10, 11X and 12X; Block 6, Lots 1-16, 17X and 18X; Block 8, Lot 1X, as more particularly described on the Final Plat thereof recorded as Document No. D221159000, Real Property Records of Tarrant County, Texas, which Final Plat is incorporated herein by reference

and to promote the health, safety and welfare of the residents within the above-described Subdivision and such additions to it as may hereafter be brought within the jurisdiction of the Association for such purposes.

#### **Supplemental Provisions / Information**

### **SUPPLEMENTAL PROVISIONS OF KNIGHT'S LANDING ON EDEN ROAD HOMEOWNERS ASSOCIATION, INC. CERTIFICATE OF FORMATION**

1. The period of the Association's duration is perpetual.

2. In furtherance of the primary purposes stated above, the Association will have power to:

(a) Perform all of the duties and obligations and exercise all of the powers of the Association as stated in (i) that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Knight's Landing on Eden Road Addition, Arlington, Texas" applicable to the Subdivision and filed for record in the Real Property Records of Tarrant County, Texas, such document and all amendments, modifications and/or additions thereto being referred to in this Certificate of Formation (the "Certificate") as the "Declaration", and (ii) the bylaws ("Bylaws") and other governing documents of the Association (collectively with the Bylaws, the Declaration and this Certificate, the "Governing Documents"), as amended and/or modified from time to time, to the extent not inconsistent with this Certificate;

(b) Affix, levy, and collect, all charges and assessments pursuant to the terms of the Declaration and/or the Governing Documents of the Association, and enforce payment of the same by any lawful means; and pay all expenses related to such enforcement, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed on the property of the Association;

(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) Borrow money and, subject (if appropriate) to prior consent by the required percentage of voting power of the members ("Members") of the

Association in accordance with the Declaration and/or the Governing Documents of the Association, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility, subject (if appropriate) to prior consent by the required percentage of voting power of the Members of the Association in accordance with the Declaration and/or the Governing Documents of the Association;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and/or common areas, subject (if appropriate) to prior consent by the required percentage of voting power of the Members of the Association in accordance with the Declaration and/or the Governing Documents of the Association; and

(g) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under the Texas Business Organizations Code by law may now or hereafter have or exercise.

3. The Association is organized and will be operated exclusively for the aforementioned purposes. The activities of the Association will be financed by assessments on Members as provided in the Declaration and/or the Governing Documents, and no part of any net earnings will inure to the benefit of any Member.

4. Every person or entity who is a record owner ("Owner") of a fee or undivided fee interest in any lot in the Subdivision which is subject to assessments by the Association pursuant to the recorded Declaration, including contract sellers, but excluding persons holding title merely as security for performance of an obligation, will be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association.

5. Management of the Association shall be vested in a Board of Directors (the "Board"), initially appointed by Knight's Landing on Eden Road, LLC (the "Declarant"), and thereafter periodically elected by the Members in accordance with the Declaration and/or the Governing Documents of the Association. The Board may appoint one or more officers and/or agents to conduct specified operations of the Association as stated in the Declaration and/or the Governing Documents of the Association.

6. Each Owner of a Lot, with the exception of (a) the Declarant, and (b) only during a specific period, "Builder" (as defined and addressed in the Declaration and the Governing Documents), shall be a Class A Member and shall be entitled to one (1) vote per Lot. If an Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by the individual person designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the



Association. The Declarant shall be the sole Class B Member until Declarant no longer owns any Lots, and shall be entitled to the number of votes stated in the Declaration and/or the Governing Documents of the Association. After the Declarant no longer owns any Lots, Builder's Membership status shall automatically convert from Class A into Class B, and thereafter Builder shall be the sole Class B Member and shall be entitled to the number of votes stated in the Declaration and/or the Governing Documents of the Association until Builder no longer owns any Lots. The Class B Membership shall cease and/or be converted to Class A Membership in accordance with the Declaration and/or the Governing Documents of the Association.

7. To the fullest extent allowed under applicable law, the Association shall indemnify every officer, director, and committee member (for purposes of this Section, "Leaders") of the Association against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. If the Texas Business Organizations Code or other applicable law is amended to authorize action further eliminating or limiting the liability of Leaders in their capacity as operating administrators of an entity's affairs, then the liability of a Leader of the Association shall be eliminated or limited to the fullest extent permitted by the Texas Business Organizations Code or other applicable law, as so amended.

8. Any repeal or modification of the foregoing paragraph by the Members, Leaders, directors, or officers shall not adversely affect any right or protection of a Leader existing at the time of such repeal or modification.

9. The name and address of the organizer of the Association is Bryan W. Hill, Hill Law Offices, P.C., 800 Teal Lane, Keller, TX 76248. The organizer of the Association shall not be liable to the Association or its Members, Leaders, directors or officers for monetary damages or otherwise for any act or omission in his capacity as organizer of the Association to the fullest extent allowable under Texas law.

[The attached addendum, if any, is incorporated herein by reference.]

**signed Consent to use similar name 2.8.22.pdf**

**Effectiveness of Filing**

☒ A. This document becomes effective when the document is filed by the secretary of state.

**OR**

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Initial Mailing Address**

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**2200 Smith Barry Rd., Ste. 100  
Arlington, TX 76013**

**USA**

**Organizer**

The name and address of the organizer are set forth below.

**Bryan W. Hill**      **800 Teal Lane, Keller TX 76248**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Bryan W. Hill**

Signature of organizer.

**FILING OFFICE COPY**

Knight's Landing on Eden Road, LLC  
2200 Smith Barry Road, Suite 100  
Arlington, TX 76013

**CONSENT TO USE SIMILAR ENTITY NAME**

To the Texas Secretary of State:


The undersigned is the authorized signatory of Texas entity Knight's Landing on Eden Road, LLC.

Knight's Landing on Eden Road, LLC hereby consents to the use by the Applicant of the name "Knight's Landing on Eden Road Homeowners Association, Inc." in its Certificate of Formation and for all applicable purposes.

Sincerely,

KNIGHT'S LANDING ON EDEN ROAD, LLC

By: DOUBLE EAGLE REAL ESTATE HOLDINGS, LLC, Sole Manager

By:   
V. Gary Knott, Manager

# **EXHIBIT C**

## **BYLAWS OF KNIGHT'S LANDING ON EDEN ROAD HOMEOWNERS ASSOCIATION, INC. (A Texas Non-Profit Corporation)**

### **ARTICLE I DEFINITIONS**

#### **Section 1.01. Definitions.**

(a) All terms used herein, such as (but not by way of limitation) "Owner", "Lot", "Common Properties", "Declarant", "Member", "Board" and "Assessments" shall have the same meanings as stated in that certain Declaration of Covenants, Conditions and Restrictions for Knight's Landing on Eden Road Addition, to be filed by Declarant in the Real Property Records of Tarrant County, Texas, including any amendments thereof or supplements thereto (the "Declaration"), which Declaration is and shall be incorporated by reference herein. In the event of any conflict between the definitions of such or other terms both herein and in the Declaration, the definition of such term in the Declaration shall control.

(b) The "Code" shall refer to the Texas Business Organizations Code as amended from time to time, including provisions therein relating to non-profit entities.

### **ARTICLE II NAME**

**Section 2.01. Name.** The name of this corporation shall be Knight's Landing on Eden Road Homeowners Association, Inc. (hereinafter called the "Association").

### **ARTICLE III OFFICES OF THE ASSOCIATION**

**Section 3.01. Principal Office.** The initial principal office of the Association shall be located in Tarrant County, Texas, but the meetings of Members and Directors (both as defined below) may be held at such place within the State of Texas as may be designated by the Board (as defined below).

### **ARTICLE IV ASSOCIATION RESPONSIBILITIES AND MEETINGS OF MEMBERS**

**Section 4.01. Association Responsibilities.** The Members will constitute the Association, and the Association, by and through its Board, shall be responsible for administering, and enforcing the covenants, conditions and restrictions contained in the Declaration, including the collection and disbursement of charges and assessments as provided therein. In the event of any dispute or disagreement between any Members

relating to the Property, any questions of interpretation or application of the provisions of the Declaration, the Certificate of Formation (the "Certificate") of the Association or these Bylaws, the resolution of such dispute or disagreement by the Board shall be binding on each and all such Members, subject to the right of Members to seek other remedies provided by law after such determination by the Board.

**Section 4.02. Place of Meeting.** Meetings of the Association shall be held at such suitable place, reasonably convenient to the Members, within Tarrant County, Texas, as the Board may determine.

**Section 4.03. Annual Meetings.** The first meeting of the Association shall be held as determined by the initial Board pursuant to the Certificate after the date of organization of the Association, and each subsequent regular annual meeting of the Members shall be held as determined by the Board. At such meetings, there shall be elected a Board by the ballot of the Members in accordance with the requirements of Article V of these Bylaws. The Members may also transact such other business of the Association as may properly come before them at such meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following such day which is not a legal holiday.

**Section 4.04. Special Meetings.** It shall be the duty of the President of the Association to call a special meeting of the Members as directed by the resolution of the Board or upon receipt of a written request from the Members entitled to vote at least one-third (1/3) of all the votes of either class of membership. No business except as stated in the notice shall be transacted at a special meeting of the Members. Notwithstanding the above, any validly called special meetings shall be held within forty-five (45) days after receipt by the President of such request or petition.

**Section 4.05. Notice of Meetings.** Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Association not less than ten (10) nor more than forty-five (45) days before the date of the meeting, either personally or by mail, to each Member entitled to vote at such meeting according to the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her address according to the records of the Association, with postage thereon prepaid. Business transacted at any special meeting shall be confined to the purposes stated in the notice or waiver thereof.

**Section 4.06. Quorum.** The presence of requisite holders of the votes of the Members in Good Standing of the Association, represented in person or by proxy, stated in Sections 3.04, 3.05 and/or other applicable provisions of the Declaration, shall constitute a quorum for any meeting of Members, except as otherwise provided in the Certificate, the Declaration or the Bylaws.

**Section 4.07. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All valid and legitimate proxies shall be in writing, promulgated and authorized by the Board and shall be filed with the Secretary of the Association. Every



proxy shall be revocable and shall automatically cease upon conveyance by a Member of his/her Lot.

**Section 4.08. Voting by Association and Members.** The Association shall not be a voting member of the Association by virtue of its ownership of any Common Properties. Each Member may vote the number of votes stated in the Declaration and Certificate.

**Section 4.09. Membership List.** The officer or agent having charge of the membership books shall make a complete list of the Members entitled to vote at each such meeting or any adjournment thereof arranged in alphabetic order, with the address of each Member, which list shall be kept on file at the principal office of the Association, and shall be subject to inspection by any Member at any time during usual business hours. Such list shall be subject to inspection and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the whole time of the meeting. The Association membership list shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at any such meeting of Members.

**Section 4.10. Action Taken Without a Meeting.** Any action to be taken at an annual or special meeting of the Members, or any action which is otherwise permitted by law, the Declaration, the Certificate and these Bylaws, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the requisite number of Members stated in the Declaration, and such consent shall have the same force and effect as a vote of Members. Subject to the provisions required or permitted by the statute for notice of meetings, unless otherwise restricted by the Certificate or these Bylaws, the Members may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

**Section 5.01. Number and Qualification.** Until the first meeting of the Association, the affairs of the Association shall be governed by a Board of Directors the ("Board") consisting of the three (3) persons stated in the Certificate of the Association. At such first meeting, there shall be elected at least three (3) and no more than five (5) directors to the Board who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified. The number of individuals to sit on the Board may be increased by amendment of these Bylaws.

**Section 5.02. Powers and Duties.** The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property and the Common Properties in keeping with the character and quality of the area in which it is located. The business and affairs of the Association shall be managed by or under the direction of the Board which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Certificate, these Bylaws or the Declaration, directed or required to be exercised or done

by the Members. The Board may, by adoption of such action in accordance with this Article V, delegate specific Association management responsibilities to an authorized person or entity; provided, however, such delegation shall not relieve or release the Board or any Director of any duty to oversee, manage or direct the business and affairs of the Association. The Board shall be specifically authorized to promulgate and amend, from time to time, a policy setting forth procedures by which violation fines are to be levied for violations of the Declaration, the Bylaws, or any rule or regulation of the Association.

**Section 5.03. No Waiver of Rights.** The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations or other provisions of the Declaration, these Bylaws or the rules and regulations adopted pursuant thereto or hereto, shall not, in any event, constitute or be deemed a waiver, modification or release thereof, and the Board shall have the right to enforce the same at any time thereafter.

**Section 5.04. Election and Term of Office.** Upon the election of Directors at the initial annual meeting of the Association, the term of office for at least two (2) Directors shall be fixed at two (2) years and the term of office for the remaining Directors shall be fixed at one (1) year. Thereafter, the term of office for each Director shall be fixed at two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein. The terms of Directors may be changed by amendment of these Bylaws.

**Section 5.05. Vacancies.** Vacancies in the Board caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the Association as stated in Section 5.06 hereof) shall be filled by unanimous vote of the remaining Directors, and each person so elected shall be a Director until the expiration of that term. If the remaining Directors cannot unanimously agree, a special meeting of the Members shall be held to fill the vacancy. Vacancies in the Board caused by a removal of a Director by a vote of the Association shall be filled in the manner stated in Section 5.06 hereof.

**Section 5.06. Removal of Directors.** At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by the affirmative vote of a majority of Members entitled to vote who are present at a duly convened meeting, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

**Section 5.07. Regular Meeting.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but the Board shall endeavor to meet at least one (1) time every six (6) months. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone, electronic mail or facsimile, at least 72 hours prior to the day named for such meeting.

**Section 5.08. Special Meetings.** Special meetings of the Board may be called by the President upon five (5) days notice to each Director, given personally or by mail, telephone, electronic mail, or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Assistant Secretary of the Association in like manner or on like notice on the written request of one (1) or more Directors.

**Section 5.9. Meeting by Telephone or other Electronic Means.** Members of the Board may participate in a meeting by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear or see what each other is saying, and participation in a meeting pursuant to this Section 5.9 shall constitute presence in person at the meeting.

**Section 5.10. Waiver of Notice.** Before or after any meeting of the Board, any Director may, in writing (including electronic mail), waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present and any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

**Section 5.11. Board of Directors Quorum.** At all meetings of the Board, a majority of the Directors in office shall constitute a quorum of the transaction of business, and the act of the majority of the Directors shall be the act of the Board. Directors present by proxy may not be counted toward a quorum. If at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 5.12. Compensation.** No member of the Board shall receive any compensation for acting as such.

**Section 5.13 Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of the requisite number of the Directors whose consent is required to take such action. Such action may be evidenced by electronic mail sent by any Director. Any action so approved shall have the same effect as though taken at a meeting of the Board. Prompt notice thereof shall be sent to any Director not taking such action by written consent.

**Section 5.14. Nomination and Election of Directors.** Nominations for election to the Board may but are not required to be made by a nominating committee. Nominations may also be made from the floor at the annual meeting if allowed by the nominating committee. The nominating committee, if appointed by the Board, shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The nominating committee may 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 the election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The appropriate number of members of Directors shall be elected at the annual meeting of Members of the Association in accordance with the voting and other procedures stated in the Declaration, the Certificate and these Bylaws.

## **ARTICLE VI** **OFFICERS**

**Section 6.01. Designation.** The officers of the Association shall be a President, one (1) or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board, and such assistant officers as the Board shall from time to time appoint. Such officers may but need not be Members of the Board. Any number of office(s) may be held by the same person.

**Section 6.02. Election of Officers and Term of Office.** The officers of the Association shall be elected annually by the Board at the meeting of the Board following the Annual Meeting of the Members, and such new officers shall hold office for a term of one (1) year or until their successors are elected and qualified.

**Section 6.03. Resignation and Removal of Officers.** Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and his successor appointed at any regular or special meeting of the Board called for such purpose. An officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date such notice is received, or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.04. Vacancies.** A vacancy in any office due to the death, resignation, removal or other disqualification of the officer previously filling such office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 6.05. President.** The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board. He/she shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from the Members from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association, or as maybe established by the Board or by the Members of the Association at any annual or special meeting.

**Section 6.06. Vice-President.** The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties, and shall perform any duties he/she is directed to perform by the President.

**Section 6.07. Secretary.**

(a) The Secretary shall keep all the minutes of the meetings of the Board and the Members of the Association. The Secretary shall have charge of such books and papers as the Board may direct, and shall, in general, perform all the duties incident to the office of Secretary as provided in the Declaration, Bylaws and the Certificate.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of the Members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours in accordance with applicable law.

**Section 6.08. Assistant Secretary.** The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in any event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and to perform any duties as directed by the Secretary.

**Section 6.09. Treasurer.**

(a) The Treasurer shall have the custody of and be responsible for Association funds and for keeping full and accurate accounts of all receipts and disbursements of the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board at its regular meetings, or when the Board so requires, an account of all Association transactions as Treasurer, and of the financial condition of the Association.

**ARTICLE VII**  
**INDEMNIFICATION AND RELATED MATTERS**

**Section 7.01. Indemnification.**

(a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification stated below are less restrictive than the provisions of indemnification allowed by the Code, then such persons named above shall be indemnified to the full extent permitted by the Code as it may exist from time to time.



(b) In case of a threatened or pending suit, action or proceeding (collectively, "Suit"), whether civil, criminal, administrative or investigative (other than an action by or in the name of the Association), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amount paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the Suit; and

(ii) reasonably believed:

(iii) if acting in his or her official capacity as Director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(iv) in all other cases, his or her conduct was not opposed to the best interests of the Association; and

(v) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard paragraph (c) above has been satisfied must be made:

(i) by the Board by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a special committee designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board or a committee of the Board by vote as stated in sub paragraphs (i) of (ii) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal council, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(iii) above for the selection of special legal council.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c) above, and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but not be secured. The same may be accepted with out reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled by law or vote of Members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (c) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the Members of the Association in the next notice or waiver of notice or annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the

foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to assessment as provided in the Declaration, the Certificate and/or these Bylaws.

**Section 7.02 Other.** The Board, officers, or representatives of the Association shall have the power to enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

**Section 7.03. Interested Directors and Officers.**

(a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or Officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of such relationship or because of the presence or participation of such Director or officer at the meeting of the Board or committee thereof which authorizes such contract or transaction, or solely because such person's votes are counted for such purpose.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the contract or transaction is fair to the Association as at the time it is authorized, approved or ratified by the Board, a committee of the Board, or the Members; or

(ii) the material facts as to the relationship or interest of each such Director or officer as to the contract or transaction are known or disclosed (A ) to the Members entitled to vote thereon and the nevertheless in good faith authorize or ratify the contract or transaction by a majority of the Members present, each such interested person to be counted for quorum and voting purposes, or (B) to the Board or a committee of the Board and the Board or committee nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested Directors present, each such interested Director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

(c) The provisions contained in paragraphs (a) and (b) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

## **ARTICLE VIII**

### **AMENDMENTS TO BYLAWS**

**Section 8.01. Amendment to Bylaws.** These Bylaws may be amended by a majority of the Board provided notice has been given to Members of a proposed amendment at least 30 days in advance of any Board meeting at which such amendments are to be voted upon. The Board, by unanimous vote, may delegate the power to amend the Bylaws to the Members. In any event such power has been delegated to the Members, these Bylaws may be amended upon majority vote of those Members present at a duly convened regular or special meeting of the Members. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE IX**

### **EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS**

**Section 9.01, Evidence of Ownership.** Except for those Owners who purchase a Lot from Declarant, any person or entity, on becoming an Owner of a Lot, shall furnish to the Board or the Association's managing agent a true and correct copy of the original or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership in the Lot, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor shall he/she be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

**Section 9.02. Registration of Mailing Address.** The Owner or several Owners of a Lot shall have the same registered mailing address to be used by the Association for the mailing of annual or monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by such Owner or Owners unless a different registered address is furnished by such Owner(s) in writing to the Board within fifteen (15) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all Owners of the Lot or by such persons(s) as are authorized by law to represent the interest of all the Owner(s) thereof.

## **ARTICLE X**

### **GENERAL**

**Section 10.01. Assessments and Liens.** As more fully provided in the Declaration, each Member shall pay to the Association annual, special and individual special assessments which are secured by a continuing lien upon the lot against which the assessment is made. The Board may suspend a Member's privilege to vote, and such Member shall not be deemed to be in good standing, if such Member has unpaid assessments, attorneys' fees or costs of collection on his/her account at the time the membership list is compiled in accordance with Section 4.09 hereof.

**Section 10.02 Abatement and Enjoinment.** The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declaration, shall give the Board the right, in addition to any other rights stated in the Declaration, the Certificate or herein, to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of such violation or breach.

**Section 10.03. Committees.** The Board may appoint an Architectural Control Committee, subject to the terms of and as provided in the Declaration, and a nominating committee, as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out the purposes of the Association.

**Section 10.04. Books and Records.** The books, records and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection by any Member at such Member's sole cost and expense in accordance with the Code and applicable law. The Declaration, the Certificate, the Bylaws and Resolutions and minutes of meetings of the Members and the Board shall be available for inspection by any Member at the principal office of the Association, and copies of such documents may be purchased from the Association at a reasonable cost.

**Section 10.05. Non-Profit Association.** This Association is not organized for profit. No Member of the Association, member of the Board, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board, officer or Member; provided, however, that (1) reasonable compensation may be paid to any Member, Director or officer while acting as an agent or employee of a third party for services rendered to the Association in effecting one or more of the purposes of the Association, and (2) any Member, Director or officer may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

**Section 10.06. Execution of Documents.** The persons who shall be authorized to execute all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President or any Vice President, and the Secretary or any assistant Secretary, of the Association.

**Section 10.07. Conflicting or Invalid Provisions.** Notwithstanding anything contained herein to the contrary, should all or part of any Article or Section of these Bylaws be in conflict with the provisions of the Code or any other applicable law, the Code and/or such law shall control, and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative.

**TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION 10.07 AND ANY OTHER PROVISION OF THESE BYLAWS, THIS SECTION 10.07 SHALL CONTROL. IN SOME INSTANCES, THE MANDATORY REQUIREMENTS OF**





ANY GOVERNMENTAL ENTITY, STATUTE, RULE, REGULATION, ORDINANCE OR PLANNED DEVELOPMENT GERMANE TO OR HAVING VALID JURISDICTION OVER THE SUBJECT MATTER OF THESE BYLAWS (COLLECTIVELY THE “GOVERNMENTAL REQUIREMENTS”) MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OR REQUIREMENTS OF THESE BYLAWS. COMPONENTS OF THE GOVERNMENTAL REQUIREMENTS WILL CHANGE OVER TIME. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY GOVERNMENTAL REQUIREMENT AND ANY PROVISION OR REQUIREMENT OF THESE BYLAWS, THE MOST RESTRICTIVE PROVISION OR REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OR REQUIREMENT OF THESE BYLAWS WOULD RESULT IN VIOLATION OF AN APPLICABLE GOVERNMENTAL REQUIREMENT, IN WHICH EVENT SUCH GOVERNMENTAL REQUIREMENT SHALL APPLY. REQUIRED COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THESE BYLAWS EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NONCOMPLIANCE WITH PROVISIONS OR REQUIREMENTS OF THESE BYLAWS. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OR REQUIREMENTS OF THESE BYLAWS, BUT PERMITS (EXPRESSLY OR BY OMISSION) ACTION THAT IS DIFFERENT FROM THAT PROVIDED FOR OR REQUIRED BY THESE BYLAWS, THE PROVISIONS AND REQUIREMENTS OF THESE BYLAWS SHALL PREVAIL AND CONTROL.

**Section 10.08. Notices.** All notices to Members of the Association shall be given by delivering the same to each Member in person or by depositing the notice in the U.S. Mail, postage prepaid, addressed to each Member at the address according to the records of the Association. If a Member fails to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the Lot of such Member. All Members shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices. To the extent applicable Governmental Requirements allow notices to Members to be given in a manner other than as stated above, then upon Board approval regarding the same, such alternative method(s) of notice to Members may be utilized.

**Section 10.09. Fiscal Year.** The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year of the Association shall begin on the date of organization of the Association.

IN WITNESS WHEREOF, we, being all of the initial Directors of Knight's Landing on Eden Road Homeowners Association, Inc. hereby adopt the foregoing Bylaws for the Association to be effective as of February 8, 2022.

  
V. GARY KNOTT

  
RICK SWIGGER

  
BRANDON G. KNOTT



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CERTIFICATE  
Pages: 25  
Fees: \$111.00

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TARRANT COUNTY, TEXAS  
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MARY LOUISE NICHOLSON  
COUNTY CLERK