

Welcome to Tamarack

Welcome to your new home in Tamarack located in Twin Creek Cove on Cedar Creek Lake in Gun Barrel City, Texas. We hope you will enjoy your new location and community and that the information you find in this package will make your move to Tamarack more enjoyable.

Tamarack is on the northwest shores of Cedar Creek Lake in Henderson County. It is one of the largest neighborhoods in Gun Barrel City with over 1,000 residential and commercial lots.

The Tamarack Property Owners Association is a Non-Profit, Mandatory Property Owners Association chartered by the State of Texas on January 11, 1979. As a member in good standing (dues are current) of the Tamarack Property Owners Association you have access to the numerous facilities owned and maintained by the Association. Tamarack has several large parks, a meeting hall, fishing pier and boat ramp and is one of the few neighborhoods in Gun Barrel City to enjoy a community swimming pool. The POA facilities are described in more detail further in this package.

The purpose of the POA is to manage the facilities owned by the POA, enforce the Association restrictions and by-laws and create a sense of community among the residents of Tamarack. The POA is governed by a seven-member Board of Directors elected on a rotating basis by the membership to a two-year term at the Annual Meeting of members held in February of each year. The Board of Directors then elects a President, Vice-President, Secretary and Treasurer to manage the day-to-day activities of the Association. The Board of Directors meet at 9:00 AM on the first Saturday of each month at the Tamarack Hall. All members of the Association are welcome to attend the meetings and meet the Board members and other neighbors. The Board meetings provide our members an opportunity to find information on the current issues the Board is dealing with and provide input to the Board members.

If you have any questions about what is happening in the neighborhood you can call the POA office or contact a board member.

Information about Tamarack and the POA facilities, Gun Barrel City and Henderson County is included in this package. If you have any suggestions on how to improve our Welcome Package please let us know.

Once again, the Tamarack Board of Directors welcomes you to Tamarack and we hope you enjoy your home on the lake here with us.

President
Tamarack Property Owners Association

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Tamarack POA Facilities

Office – 206 Spring Valley Street - next to the swimming pool.

Phone and Fax number – 903-887-8996

Email - tamarackpoa19@gmail.com

secretary@tamarackpoa.org

president@tamarackpoa.org

Normal office hours:

Wednesday – Thursday – Friday – Saturday from 10:00 AM to 2:00 PM.

The office offers the following services free to our members in good standing.

- Copy service
- Fax service
- Notary Public
- Reserve Tamarack hall (additional charge – see below)
- Reserve the Pool (additional charge – see below)
- Pay dues
- Information about the POA

Tamarack Hall - 206 Spring Valley Street

- Available for rent for an additional fee and security deposit
 - \$50.00 daily rental fee for members in good standing
 - \$50.00 security deposit
 - \$125.00 daily rental fee for non-members
 - \$100.00 security deposit
- Tamarack Hall includes
 - Central Air/Heat
 - Oven/Range
 - 8 – 6 foot tables
 - 50+ folding chairs
 - Microwave
 - Refrigerator
 - Bathroom

Main Park - 206 Spring Valley Street

- Large playground
 - Swing sets
 - Tall slide
 - Merry-Go-Round
 - Posts for volleyball
 - Basketball court
 - Covered pavilion
 - Bathroom facilities
 - Water fountain
 - Large shade trees

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- Swimming pool (NO LIFEGUARD ON DUTY)
Opens TBD
Normal Pool hours are from 8:00AM until 10:00 PM daily.
Closed for maintenance when needed
 - Requires key to enter (\$10 key deposit)
 - 55,000 gallon fresh water swimming pool
 - Sun Deck area
 - Covered lounge area w/ chairs
 - Covered pavilion (with Park)
 - Soda vending machine
 - Pool is available for rent 8am – 10am or 8pm – 10pm
 - \$50.00 rental fee +\$40.00 pool watch fee
 - Must furnish your own lifeguard if desired

Overlook Park – 244 Overlook Trail

- Large open area
- Trees
- Picnic Table

Fishing Pier (Red Dock) – 302 Overlook Trail

- Requires key to enter w/ vehicle. (\$25.00 key deposit)
- Lighted fishing pier
- Swimming area
- Beach area

Boat Ramp – 339 Channel Drive

- Requires key to launch boat (same key as Fishing pier)
- Lighted 16-foot concrete boat ramp (available when lake is up)
- Parking

Longleaf Park – 357 Longleaf Street

- Large trees
- Access to Small Pond

Tamarack Board of Directors

President – April Burns
Secretary -
Larry Colvin
James Slack

Vice-President – Keith Bond
Treasurer-
Bobby Knox

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2022 Tamarack POA Activities

All POA events are put on for the Tamarack Community free of charge. All residents are welcome. Please come out and meet others in your community. **Let's Make Tamarack Great!!!**
All activities will be held at the Main Park and Pool at 206 Spring Valley.



January 8th – Board Meeting at 9am
January 29th – Family Game Night
Games and Supper from 5-7pm



July 2nd – Red, White and Blue
Pancake
Breakfast at 8:30am followed by the
Board meeting at 9am.



February 5th – Board Meeting at 9am
February 12th – Annual Board
Meeting at 10am



August 6th – Board meeting at 9am
August 6th – Back to School Bash
from 1-3pm. Come to Tamarack
Park for free school supplies and
lunch as well as free swim.



March 5th – Board Meeting at 9am
March 19th – Volunteer
Appreciation and New volunteer
registration Event



September 3rd – Board meeting at 9am
September 24th – Safety Saturday from
1-3pm. Opportunity for sharing tools
to aid in our neighborhood's safety.



April 2nd – Board Meeting at 9am
April 16th – Easter Celebration at
12pm. Egg hunt for ages 0-12 years
old, light refreshments and Easter
basket drawing for the kids.



October 1st – Board Meeting at 9am.
October 22nd – Tamarack Family Fall
Festival starting at 4:30pm. Join us for
food, games, Pumpkin decorating
contest and a whole lot of fun!



May 7th – Board Meeting at 9am
May 21st – Splash Day/Summer
Kick Off at 12pm
POA will serve snacks.



November 5th – Board meeting at
9am.
November 12th – Tamarack Annual
Chili Cook Off at 1pm. Free to enter &
Free to taste. Bring your appetite.



June 4th – Board Meeting at 9am
June 18th – TAMARACK'S 50th
Anniversary. Celebration of
memories, friends, and
Community from 2-5pm



December 3rd – Board Meeting at 9am.
December 3rd - Gun Barrel City Parade
December 10th – Christmas In The
Park starting at 4:30pm. Gather to
celebrate the season.

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TAMARACK RESTRICTIVE COVENANTS

Filed in Henderson County, Texas Records Vol 676 Pages 704 – 707 24 January 1972

1. Effective upon execution of a sales contract relating to lots contained within said Subdivision or the acceptance of a deed, each purchaser or grantee shall thereupon become a member of TAMARACK PROPERTY OWNERS ASSOCIATION, INC. (hereinafter called "ASSOCIATION"), a non-profit corporation, owned and operated by the members thereof, their successors and assigns, for the purpose of establishing, providing and maintaining parks, beaches, lanes, security protection and the aesthetic values of the Subdivision, all for the common benefit of the lot owners.

2. By the acceptance and retention of title to any said lot or lots, each owner, on behalf of himself, his heirs and assigns, shall and hereby does, grant to the said TAMARACK PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns, a lien upon said lot or lots, to secure the payment of such dues, fees and charges as the Association shall deem necessary for the maintenance of the Association facilities and services. Said lien shall be second and subordinate only to liens for taxes and any duly recorded mortgage. Said dues, fees and charges shall include court costs and reasonable attorney's fees if such action is necessary for the enforcement and collection of same. It is further stipulated that membership in the said Association and the payment of said assessed dues, fees and charges shall be a covenant and condition of title running with the land and shall inure to the benefit of and shall be binding upon any Grantee of an original owner or successor or interest in the stead of and to the extent that such original owner was and would be benefited and bound.

3. This Subdivision is established for the purpose of providing mobile and site constructed home lots and no lot shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any lot other than a single family dwelling, and related to such dwelling a private garage. No portable building or other temporary structure may be erected upon such lot other than "mobile homes" as herein defined, except storage buildings which conform to the general appearance and design of the main structure. Any such structure must be approved in writing by the developer or his assigns.

4. "Mobile Home" as used herein means living quarters equipped and used for sleeping and eating and which may be moved from one location to another over a public highway by being pulled behind a motor vehicle.

5. Any mobile home which shall be moved upon said Subdivision must have been purchased as a new unit within three (3) years of the time such unit is moved upon said Subdivision or shall be subject to the inspection and special permit from the developer. In any case, the minimum size of all mobile homes located on said Subdivision shall be not less than 10 by 50 feet.

- 5A. No building shall be erected, altered or permitted to remain on any residential lot other than a detached single family dwelling not exceeding two stories in height and related to such dwelling, a private garage and an accessory building, either separate from or attached to the main building, designed and used as a guesthouse or for the use of bona fide servants, such building not including a kitchen or kitchen equipment such as a sink, stove, or other facilities which would create a separate dwelling unit. All buildings must be completed not later than six

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months after laying foundation or beginning of construction, and no structure of a temporary character, trailer, bus, tent, shack, barn or other out-building or nonconforming structure shall be used on any lot at any time as a residence, either temporarily or permanently. Weekend camping by lot owners shall be allowed only by special permit from the Developer.

5B. The floor of the main structure, situated on any of said lots, exclusive of one story open porches and garages, shall not contain less than 1,200 square feet in dwellings situated on waterfront lots, nor less than 1,000 square feet in dwellings situated directly across the street from waterfront lots, nor less than 800 square feet in dwellings situated on all other interior residential lots.

6. No improvements or building shall be erected or constructed on any lot in said Subdivision nearer than 25 feet to the front property line nor set back less than five feet to the side of the property line, except that in the case of corner lots, no improvements or buildings shall be erected or constructed within eight feet of side property lines adjacent to streets, provided, however, in lots of 100 feet or less in depth, the setback from the front property line shall not be less than 20 feet.

7. The Developer reserves to itself, its successors and assigns an easement of right-of-way over a five foot strip along the side, front and rear boundary lines of the lot or lots hereby conveyed for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage and/or to trim trees, shrubs and/or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to the Developer to supply such services.

8. No noxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No signs of any kind or nature shall be erected on any lot without the express written consent of the Developer.

9. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

10. No debris, junk or unsightly accumulation of materials shall be allowed to remain upon the premises. Failure to maintain the premises in an orderly condition shall give the Developer, its successors and assigns, the right to restore such lots to an orderly condition and to charge the owner a reasonable fee for such service. Failure to pay the charges for said restoration when it has become necessary for the Developer, its successors and assigns, to do so shall give the right to the Developer, its successors and assigns, to place a lien against the property for said service. The charge shall in no case exceed \$50.00 per year.

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11. Each lot must be mowed as needed and kept free of weeds and underbrush for the prevention of fire and for sanitation. If the first mowing is not completed by the first of June of each calendar year, the Developer, its successors and assigns, reserves the right to mow and clean up all un-mowed lots and to charge a reasonable fee for such services. Failure to pay the charges for said mowing where it has become necessary for the Developer, its successors and assigns, to do so shall give the right to the Developer, its successors and assigns, to place a lien against the property for said service. The charge shall in no case exceed \$50.00 per year.
12. Trucks or buses with tonnage in excess of three quarters (3/4) ton shall not be permitted to park on the streets, driveways or residential lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept near any residential lot at any time. Parking on streets is prohibited at all times.
13. Trash receptacles shall be covered or screened as specified by the Developer.
14. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Developer, the Association or by such nominee or nominees as the Developer may designate in writing.
15. No additions to mobile homes or other structures shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Developer, the Association or by such nominee or nominees as the Developer may designate in writing. Any additions or structures erected in addition to mobile homes on said lots shall be completely finished with not less than two coats of paint or be constructed of such materials as pre-painted metal, beech, cedar, redwood or stone, which does not require painting. All material used for such construction shall be new except by written permission of the Developer, or such nominees as the Developer may designate in writing.
16. All mobile homes must be underpinned within sixty (60) days of location upon a lot. All materials used for such underpinning shall be new and must be painted to conform with the general color scheme of the mobile home being underpinned. Plans and specifications for such underpinning must be approved in writing by the Developer, or by such nominee or nominees as the Developer may designate in writing.
- 16A. No building or wooden structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. Beach, cedar, redwood, or stone structures not requiring painting, must be approved in writing by the Developer, the Association, or such nominee or nominees as the Developer may designate in writing. All material used for construction on residential lots shall be new, except by written permission of the Developer. No building shall be moved onto any residential lot.

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17. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the state and local health departments.

18. Use of firearms on the premises is strictly prohibited.

19. All lots shall be used solely for residential purposes except such lots as may be designated by the Developer to be used for business purposes, provided however, no business shall be conducted on any of the designated lots which constitutes a nuisance or is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibrations.

20. Lots designated for business may be used either for residential or business purposes, provided, however, that if used for a business, the nature and purpose of the business use and building plans, etc., shall first be expressly approved in writing by the Developer, its successors, assigns or designees. No lot may be subdivided unless express written consent is given by the Developer, its successors, assigns or designees.

21. Motels, tourist courts and multi-family apartment buildings shall be deemed to be a business use.

22. No farming or growing of produce or vegetables in commercial quantities shall be allowed on any lot.

23. The areas designated by the Developer as beach areas are to be used solely for beach and recreational purposes. No overnight camping or parking of buses, camper trailers, mobile homes or other temporary structures on the lots to be designated as beach areas shall be allowed.

~~24. Should the owner of any residential lot or commercial lot other than the Developer decide to sell, lease, permit a change of occupancy, or otherwise dispose of said residential lot or commercial lot, the Developer shall have an option to buy or lease such lot from the owner at the same price and on the same terms as those which appear in a good faith offer to purchase or proposed agreement to rent or lease or for the reasonable market value thereof if other disposition is contemplated. The option contained in the paragraph above shall not apply and the Developer shall have no rights or options in respect to:~~

~~_____ (A) Sales or other dispositions of lots to which the Developer has waived, in writing, their option, or~~

~~_____ (B) Sales or other dispositions of lots by the Developer, or~~

~~_____ (C) Bona fide gifts of a residential lot or commercial lot to a spouse or other member of the family of the owner of
_____ such lot, or~~

~~_____ (D) Transfers of or succession to any such lot by will or as a result of intestacy, but the option shall apply to said lot~~

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~~_____ in the hand of any such successor to the title, or
_____ (E) Sales of any such lots pursuant to decree of foreclosure of any mortgage or
pursuant to a power of sale in
_____ foreclosure of any deed of trust, but the option shall apply to such lot in the
hands of any purchaser at any such
_____ sale.~~

~~_____ A copy of the proposed sales contract, lease or letter explaining the agreement to rent or
otherwise dispose of such lot shall be delivered by the owner of such lot as soon as possible to
one of the officers of the Developer at the respective residences of said officers. If the
information so delivered by the owner is not considered by the Developer to be sufficient to
enable either of them to determine whether to exercise or waive their option, the owner will,
on request, give such additional information with respect to such sale or other disposition as is
requested by the Developer.~~

~~_____ The Developer will notify the owner in writing within five days from the date of said
delivery of their election to exercise or waive the option rights hereinabove set forth. Failure by
the Developer to give any notice within the said five days will constitute its waiver of the said
option, but the option hereinabove granted shall survive any waiver and every succeeding
contract, proposal to lease, rent or otherwise dispose of any such lot shall give rise to the said
option rights of the Developer.~~

~~_____ Whenever the owner of any such residential lot or commercial lot is advised of a default
and any loss secured by a deed of trust or mortgage on such lot, said owner will immediately
notify the Developer. Failure of any owner to so notify the Developer will not affect the rights
of a bona fide mortgage.~~

~~(Restriction 24 was waived by the TPOA in Certificate filed with Henderson County Clerk on
January 24, 1992 in Vol. 1395 Pg. 691)~~

25. All covenants and restrictions shall be binding upon the purchaser or his heirs, successors and assigns. Said covenants and restrictions are for the benefit of the entire Subdivision.

26. Developer reserves unto itself, its successors and assigns, for a period of ten years from date hereof, the right and power to vary any restriction contained herein when, in the sole judgment of the said Developer, its successors and assigns, such variance will relieve undue hardship or will otherwise be deemed to be in the best interests of the Subdivision as a whole, provided, however, that any such variance or change shall not be more restrictive than the original restriction which is varied or changed, and provided further that such variance or change shall be reduced to writing and filed of record in Henderson County, Texas, as an amendment to the restrictions pertaining to the said Subdivision. The right to vary, modify and amend any such restriction herein reserved shall expire on January 15, 1982.

27. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit and be enforceable by the Association, or the owners of any land subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the property has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that

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no change shall be made in the provisions hereof unless such change shall first be submitted to and approved by the Developer, its successors or assigns or the Association; provided, however, that nothing herein contained shall prevent the amendment, abandonment, cancellation or change in these covenants and restrictions, at any time, by instrument in writing signed by the owners of all lots (as to that part of the property which has been subdivided and platted at that time) or by instrument in writing signed by the owners of all un-platted parts of the property (as to the un-platted part of the property at that time).

28. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the ~~WILLOWOOD~~ TAMARACK PROPERTY OWNERS ASSOCIATION, INC., or any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(Restriction 28 Association name was corrected by the TPOA in Certificate filed on January 24, 1992 in Vol. 1395 Pg. 691)

29. The validation of any of the covenants by judgment or court order shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

30. All lots designated either commercial or recreational are hereby reserved for that purpose, notwithstanding the provisions of paragraph 20 above.

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AMENDED BYLAWS OF THE TAMARACK PROPERTY OWNERS ASSOCIATION

These Bylaws, as recorded September 9, 2021, supersede all previous Bylaws, which are hereby repealed.

ARTICLE I – NAME

The name of the Association is the Tamarack Property Owners Association (hereinafter referred to as the “TPOA” or the “Association”).

ARTICLE II – REGISTERED OFFICE; LOCATION

1. Registered Office and Agent. The registered office and registered agent of the Association shall be as set forth in the Association's Articles of Incorporation. The registered office or the registered agent may be changed by resolution of the Board of Directors, upon making the appropriate filing with the Secretary of State.

2. Principal Office. The principal office of the Association is located at 206 Spring Valley Street, Gun Barrel City, Texas 75156, provided that the Board of Directors shall have the power to change the location of the principal office.

ARTICLE III - PURPOSE

In addition to the purposes set forth in the Articles of Incorporation of the Association, the purposes for which the Association is organized are:

A. To promote the civic interests of those persons who own or occupy lots in Tamarack Subdivision, per plat recorded in the plat records, Henderson County, Texas, Volume 8, Page 73, hereinafter sometimes called "Tamarack".

B. To promote the cleanliness, beautification and protection of the property located within Tamarack, a subdivision of Henderson County, Texas.

C. To promote the safety and health of those persons owning or occupying residential lots in Tamarack, a subdivision of Henderson County, Texas.

D. To act as custodian of Association Maintenance Fund.

E. To own real property within Tamarack, a subdivision of Henderson County, Texas, for the purpose of establishing community recreational areas and equipping these areas with recreational equipment for the use and benefit of the members of this association.

F. To engage in all lawful civic activities duly authorized by the Texas Non-Profit Corporation Act, and all lawful civic activities not specifically prohibited by any act, statute or law of the State of Texas.

G. To exercise and perform any and all other rights, powers, duties and remedies granted to or imposed upon the Association by the Tamarack Restrictive Covenants (filed Henderson County, Vol. 676, Pages 704-707), Tamarack Policies 1 through 6, filed of record in Henderson County (“Tamarack Restrictive Covenants and Tamarack Policies, together “TRC”) or by any easement granted to the Association, or by any other instrument granted to or for the benefit of the Association.

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ARTICLE IV – MEMBERSHIP

1. **Eligibility.** Any person who now or hereafter owns a residential Lot or Lots in Tamarack, hereinafter a Member defined below.
2. **Definition of Members.**
 - Household Membership. An individual shall be considered a Member and a husband and wife together shall be considered as a Member.
 - Business Membership. A partnership, corporation or a limited liability company (hereinafter “entity”), owning property in Tamarack shall be entitled to become a Member, provided, however, that an authorized representative of such entity shall be designated as the acting Member for the entity and that authorized representative shall be responsible for all matters pertaining to the entity’s Business Membership. Such Business Membership shall be entitled to one vote per Lot.
3. **Membership Rights; Suspension.** Subject to the provisions of Section 209.0059, Texas Property Code, if such Member is not current on any dues or assessments owed to the Association by the due date of any year, then that Member shall not be entitled to vote at the annual meeting of the Members and shall be deemed to have his/her/its rights and privileges automatically suspended until such member has paid all assessments current. You do not have to be a member in good standing to attend the Tamarack POA sponsored events. The Member’s rights shall be automatically restored when the Member pays all of his, her or their delinquent financial obligations.

ARTICLE V - DUES AND ASSESSMENTS

1. **Assessments.** The Association shall establish a regular assessment to be paid by each Member. The current assessment is \$100.00 per Lot owned by each Member. Such Assessment is made on an annual basis and shall be payable in advance for each period so designated. The Assessment may be increased by vote of the Board of Directors.
2. **Liens.** The Association may obtain a lien on each lot of owned by a Member in Tamarack, second only to the liens for taxes and any recorded deed of trust mortgage or other security instrument now existing or including any and all court costs and reasonable attorney’s fees incurred in connection with the collection of same.

ARTICLE VI - MEETINGS OF MEMBERS

1. **Place and Time of Meetings.** All meetings of the Members of the TPOA shall be held at such time and place in Henderson County, Texas, as shall be stated in the notice of the meeting.
2. **Annual Meeting.** The annual meeting of the TPOA shall normally be held in February, and in no event later than the first ninety (90) days of the calendar year. The purpose of the annual meeting shall be the election of such directors as are necessary to fill directorships expiring at the time of said meeting, presentation of an annual report by the President and of a financial statement by the Treasurer, and such other business as may come before the meeting.

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3. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or by two-thirds (2/3rd's) of the Members entitled to vote. Business transacted at any special meeting shall be confined to the purpose stated in the notice of the meeting.

4. Notice. Written notice of each Annual meeting of the Members shall be by mailing a copy of such notice, postage prepaid, at least 30 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

5. Quorum. A quorum shall consist of fifty one percent (51%) of all of the Members of the Association present, in person or by proxy, and entitled to vote at such Meeting.

6. Voting. Each Member, in good standing, shall be entitled to one (1) vote for each Lot owned by that Member. Except as otherwise provided by law or by these Bylaws, a majority of votes cast by the voting Members at a meeting duly called at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly be before the meeting. Voting shall be conducted in person or by proxy. No proxy may be exercised by a person who is not a Member of the Association. All proxies shall be in writing and filed with the records of the Association by the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her or its Lot to another individual or legal entity.

7. Membership List. The Secretary shall keep a complete list of all Members entitled to vote, arranged in alphabetical order, which shall be made available upon request at any meeting from any Member. This list shall indicate the number of votes which each such Member is entitled to cast.

ARTICLE VII - DIRECTORS

1. Management by the Board of Directors. To the extent not limited or prohibited by law, the Articles of Incorporation or these Bylaws, the business and affairs of the Association shall be exercised by or under the authority and direction of the Board of Directors of the Association.

2. Number, Qualification, Election and Term. The number of Directors shall be seven (7) elected by the Members of the Association. Each Director will serve for a one (2) year term. At each annual meeting of the Members, any Director whose two year term is up may be elected for an additional 2 year term or in the case where a Director no longer wishes to serve, a new Director will be elected for a 2 year term. No person may serve as a Director who is not a Member, in good standing, of the Association.

3. Vacancy. Any vacancy occurring in the Board of Directors due to resignation and before his or her term is up, shall be filled by the affirmative vote of a quorum of the remaining Directors. Such Director shall be elected to fill the vacancy of the unexpired term of the previous Director.

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4. Removal. A Director may be removed from office, with or without cause, by the persons entitled to elect, designate, or appoint a Director. If the Director was elected to office, removal requires an affirmative vote equal to the votes necessary to elect the Director.

5. Resignation. A director may resign by providing written notice of such resignation to the Association. The resignation shall be effective upon the date of receipt of the notice of resignation or the date specified in such notice. Acceptance of the resignation shall not be required to make the resignation effective.

6. Annual Meeting of Directors. Immediately following the annual meeting of Members, the Board of Directors shall hold an annual meeting at which they shall elect officers and transact such other business as shall come before the meeting. The time and place of the annual meeting of the Board of Directors may be changed by resolution of the Board of Directors.

7. Regular Meeting of Directors. Regular meetings of the Board of Directors may be held with or without notice at such time and place as may be from time to time determined by the Board of Directors.

8. Special Meeting of Directors. The Secretary shall call a special meeting of the Board of Directors whenever requested to do so by the President or by four (4) or more directors. Written notice to the Directors shall be given at least three (3) days prior to the meeting. Such Special Meeting shall be held at the date and time specified in the notice of meeting.

9. Quorum. A quorum for voting is considered to be 4 members of the Board of Directors. Any act of the Board of Directors at which a quorum is present shall be considered to be the act of the Board of Directors, except as otherwise specifically provided for by statute, the Articles of Incorporation or these Bylaws.

10. Action without a Meeting. Any action required to be taken at a meeting of the Board of Directors may be taken without a meeting by consent in writing, setting for the actions so taken, if signed by all of the members of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any document.

ARTICLE VIII - OFFICERS

1. Number and Qualification. The officers of an Association shall consist of a president, of one or more vice-presidents, a secretary and a treasurer. Each of these officers shall be elected by the Board of Directors at the first meeting of the Board of Directors after the annual meeting of the Members. Any two or more offices may be held by the same person, except the offices of president and secretary. Any officer need not be a Director.

2. Term; Removal. The officers of the Association shall hold office until their successor are chosen and qualify. All officers shall be elected or appointed annually by the Board of Directors at the regular annual meeting of the Board of Directors for a one (2) year term until the next annual meeting of the Board of Directors. Any Officer elected or appointed may be removed by the Board of Directors whenever it is in their judgment that the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an

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officer or agent shall not of itself create contract rights. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

3. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board of Directors and Members. The President shall have such other powers and perform such other duties as may be described by the Bylaws or by the Board of Directors.

The President shall be ex-officio a member of all standing committees. The President shall have authority to appoint and discharge agents and employees, to make and enter into contracts, to make purchases of sale, execute and deliver all contracts, conveyances, deeds of trust, leases, assignments, mortgages, security agreements, pledges and releases and all other written instruments or any character appropriate to any other powers or duties of the President, in the name of and binding upon the Association, all subject to approval by the Board of Directors.

4. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and he or she shall perform such other duties as the Board of Directors shall prescribe or as the President may delegate.

5. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. In the absence of the Secretary, the minutes of all meetings of the Board of Directors and/or Members shall be recorded by such person as shall be designated by the President or by the Board of Directors.

6. Treasurer. The Treasurer shall have the custody of the corporate funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. The Treasurer shall keep and maintain the Association's books of account and shall render to the President and Board of Directors an account of all of the Treasurer's transactions and of the financial condition of the Association and exhibit the books, records and accounts to the President or the Directors at any time. The Treasurer shall disburse funds for capital expenditures as authorized by the Board of Directors and in accordance with the orders of the President, and present to the President's attention any requests for disbursing funds if in the judgment of the Treasurer that any such request is not properly authorized. The Treasurer shall perform such other duties as may be directed by the Board of Directors or by the President.

ARTICLE IX - COMMITTEES

The Board of Directors shall appoint such committees, as from time to time the Board of Directors deem proper. Members of any committee may be chosen from the Board of Directors and from any Member in good standing. Consent to serve on such committee should be obtained prior to appointment by the President of the Association or any other Board Member or Officer so designated by the President to do so.

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ARTICLE X - INDEMNIFICATION AND INSURANCE

1. **Indemnification.** The Association shall have the full power to indemnify and advance or reimburse expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

2. **Insurance.** The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, director, officer, employee, or agent of the Association or who is or was serving at the request of the Association as a director, officer, employee, or agent of the Association, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify him or her against that liability.

ARTICLE XI - MISCELLANEOUS

1. **Waiver of Notice.** Whenever any notice is required to be given to any member or director of the Association under the provisions of the Texas Business Organizations Code, the Articles of Incorporation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

2. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

3. **Checks, Drafts, Etc.** All checks, drafts or other instruments for payment of money or notes of the Association shall be signed by the President or such officers or such other person or persons as shall be determined from time to time by resolution of the Board of Directors.

4. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may select.

5. **Gifts.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

6. **Books and Records.** The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the members, Board of Directors, and committees and shall keep at the registered office or principal office in this State a record of the names and addresses of its members entitled to vote. A Member of the Association, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the Member.

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7. Financial Records and Annual Reports. The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices. All records, books, and annual reports (if required by law) of the financial activity of the Association shall be kept at the registered office or principal office of the Association in this state for at least three years after the closing of each fiscal year and shall be available to the public for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

8. Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

ARTICLE XII – CONSTRUCTION

1. Pronouns and Headings. All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for convenience only and neither limits nor amplifies the provisions of these Bylaws.

2. Invalid Provisions. If any one or more of the provisions of these Bylaws, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

ARTICLE XIII - AMENDMENT OF BYLAWS

The Board of Directors may amend or repeal these Bylaws, or adopt new Bylaws, unless the Articles of Incorporation, the TRC or the Texas Business Organizations Code limits such powers. Unless the Articles of Incorporation or a bylaw adopted by the Members provides otherwise as to all or some portion of these Bylaws, the members may amend or repeal these Bylaws or adopt new Bylaws even though the Bylaws may also be amended, repealed, or adopted by the Board of Directors.

ARTICLE XIV – DEFINITION

1. Developer: The Developer referred throughout the Restrictions, Policies, and Bylaws refers the initial developer of the Tamarack Subdivision.

Article XV: Short Term Rentals

1.Short Term Rentals. The Association will allow only one short term rental at any given time. The Association has defined Short Term Rental as any residence being rented for less than six months. Short Term Rentals include but are not limited to Airbnb’s, VRBO’s, Bed and Breakfasts, and weekend rentals. Short Terms Renters will not be allowed access to our community amenities; pool, parks, fishing piers, boat ramp, and meeting hall.

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Article XVI: Permits

1. Permits. The Association requires any construction being done in the community to get approval from the Tamarack Permit Committee. This committee is made up of multiple members and a quorum of no less than four can approve any permit request. The Association has the right to deny a permit if any of their guidelines are not met; size, age, non-payment of dues, or if it does not meet any of Tamarack's Restrictions, Bylaws, and Policies.

Adopted by the Board of Directors on August 7, 2021

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TAMARACK POLICIES

Filed in Henderson County, Texas Records Instrument # 2014-00015310 18 November 2014
Revised Policy 6 filed in Henderson County, Texas Records Instrument #2016-00008979 June 30, 2016

Purpose of the Policy Manual

This document contains the policies that will be used to control the operation of the Tamarack Property Owners Association as they relate to situations described in the policies. These policies describe how the POA will implement the By-Laws and Restrictions of the Association but do not change or modify them.

These policies will be considered by the Tamarack POA Board of Directors and filed with the Henderson County Clerk after board approval. New laws passed by the Texas legislature in 2012 dictate many of these policies. Changes to these policies will be made to reflect changes in the laws of the state of Texas controlling the actions of the Home Owners Associations.

These policies are intended to define how the TPOA will implement the Bylaws and Restrictions of the Association. If there is a conflict between these policies and the Bylaws or Restrictions of the TPOA, the Bylaws and/or Restrictions will prevail.

POLICY 1

RETURNED CHECK FEE

Purpose

The purpose of this policy is to describe the method the Tamarack Property Owners Association (TPOA) will use to collect a reasonable fee that will reimburse the TPOA for the expense incurred in collecting the money for a check written to the TPOA that is returned from the bank for any reason.

Reference

None

Policy

The TPOA shall charge a Returned Check Fee to the entity that writes a check to the TPOA that is returned unpaid by the bank to the TPOA for any reason. The fee will be set by the TPOA Board of Directors as described in the Tamarack Property Owners Association Fee Schedule found in Appendix A of this Policy Manual. In addition to the Returned Check Fee charged by the TPOA, any additional fees related to the returned check charged by the bank to the TPOA will also be charged to the writer of the check.

Revision record

Original Document approved on August 2, 2014.

This policy will take effect upon approval by the TPOA Board of Directors and filing with the Henderson County Clerk.

Approved by TPOA Board of Directors

August 2, 2014

Filed with Henderson County Clerk

November 18, 2014

Welcome to Tamarack

TAMARACK POLICIES

Filed in Henderson County, Texas Records Instrument # 2014-00015310 18 November 2014
Revised Policy 6 filed in Henderson County, Texas Records Instrument #2016-00008979 June 30, 2016

POLICY 2

LATE FEES

Purpose

The purpose of this policy is to encourage all members of the Tamarack Property Owners Association (TPOA) to pay their Annual Membership Lot dues and fees in a timely manner. It is important to the TPOA that each member pay their assessed fees so that the Annual Dues can be maintained at the lowest reasonable amount for each owner. Members who fail to pay their Annual Dues in a timely manner place an additional hardship on those members that do pay their dues and can cause an increase in the per lot dues needed to operate and maintain the TPOA facilities.

Reference

None

Policy

The TPOA shall charge a Late Fee to the owner of every lot for each year the total assessed amount of each lot Annual Dues are not paid before April 1 of that year or remains unpaid from previous years. The fee will be set by the TPOA Board of Directors as described in the Tamarack Property Owners Association Fee Schedule, Appendix A in this Policy Manual.

This fee will be added to the balance owed on each lot that has an outstanding balance on April 1 of the current year unless the lot is included in an Alternative Payment Plan and payments are being made as agreed. If the lot is included in an active Alternative Payment Plan and the payments are being made on time, no additional late Fees will be assessed on the lot.

To be specific on the amount each lot will be charged for late fees, the example below is provided.

Lot A dues for the current year are not paid by April 1 in year 1.

A \$10.00 Late Fee is added to the current balance owed on the Lot on April 1

Lot A dues for the current and past years are not paid by April 1 in year 2.

A \$10.00 Late Fee is added for dues not paid in Year 2 + a \$10.00 Late Fee is added for dues not paid in Year 1 for a total of \$20.00 in Late Fees added to the current balance in Year 2.

Lot A dues for the current and past years are not paid by April 1 in year 3.

A \$10.00 Late Fee is added for dues not paid in Year 3 + a \$10.00 Late Fee is added for dues not paid in Year 2 + a \$10.00 Late Fee is added for dues not paid in Year 1 for a total of \$30.00 in Late Fees added to the current balance in Year 3.

Late fees for subsequent years the dues and fees are not paid on a lot will continue to accrue as shown in the example above.

Revision record

Original Document approved on August 2, 2014.

This policy will take effect on January 1, 2015 after notice in the Annual Letter to members and filing with the Henderson County Clerk.

Approved by TPOA Board of Directors

August 2, 2014

Filed with Henderson County Clerk

November 18, 2014

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POLICY 3

TRANSFER FEE

Purpose

The purpose of this policy is to reimburse the Tamarack Property Owners Association (TPOA) for labor involved in transferring ownership of a lot from one owner to a new or existing member.

Reference

None

Policy

The TPOA shall charge a Transfer Fee to change the ownership of a lot in the TPOA records. The Transfer Fee shall be paid at closing of the transaction when the property is transferred to the new owner. The Transfer Fee will be set by the TPOA Board of Directors as described in the Tamarack Property Owners Association Fee Schedule, Appendix A in this Policy Manual. The Transfer Fee shall be charged for each transaction involving 1 to 3 lots. If more than 3 lots are involved in the transaction, an additional Transfer Fee shall be charged for each additional 1 to 3 lots.

An exception to this Transfer Fee policy will be made when a lot or lots is inherited by an immediate family member. If a lot is inherited by an immediate family member, no transfer Fee shall be charged.

Revision record

Original Document approved on August 2, 2014.

This policy will take effect upon approval by the TPOA Board of Directors and filing with the Henderson County Clerk.

Approved by TPOA Board of Directors

August 2, 2014

Filed with Henderson County Clerk

November 18, 2014

POLICY 4

DISCOUNTS

PURPOSE

The purpose of this policy is to define the circumstances when the Tamarack Property Owners Association (TPOA) may grant a discount to the owner of property that has past due fees and dues owed.

Reference

None

Policy

The TPOA may grant a discount to the fees and dues that are owed on a lot only in certain circumstances. Discounts will only be granted when it is unreasonable to expect the entire amount owed to be paid, such as when the amount of the dues and fees owed plus the amount of taxes owed on the property are more than the value of the property.

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Under normal circumstances, no more than a 50% discount will be offered unless a committee appointed by the President of the TPOA approves the additional discount. No payment plan will be offered on a discounted amount. If a discount is negotiated with the new owner as part of the sale, the discount is valid only if paid at the time of closing. Any negotiated discount will be rescinded if the entire amount negotiated is not paid at the time of closing and the entire original amount owed will be due and payable immediately. Liens on properties will not be released until all agreed back due amounts are paid on the property.

Revision record

Original Document approved on August 2, 2014.

This policy will take effect upon approval by the TPOA Board of Directors and filing with the Henderson County Clerk.

Approved by TPOA Board of Directors

August 2, 2014

Filed with Henderson County Clerk

November 18, 2014

POLICY 5

ALTERNATIVE PAYMENT PLAN

Purpose

The purpose of this policy is to define the circumstances when the Tamarack Property Owners Association (TPOA) may grant an Alternative Payment Plan to the owner of property that has past due fees and dues owed.

Reference

Texas Property Code Sec .209.0062. ALTERNATIVE PAYMENT SCHEDULE FOR CERTAIN ASSESSMENTS.

Policy

The TPOA may offer an Alternative Payment Plan at the request of the owner. The Alternative Payment Plan may not be offered to any property owner who has failed to honor the terms of an Alternative Payment Plan in the past 24 months.

The Alternative Payment Plan shall include all Annual Dues that will become due during the repayment period. If all payments are made as scheduled and on time the TPOA will waive adding any new late fees during the repayment period. If any Alternative Payment Plan payment is not made on schedule as agreed, all late Fees waived related to the Alternative Payment Plan will be added to the account and the total amount owed will become due and payable immediately.

No discount shall be offered in conjunction with the granting of an Alternative Payment Plan. Payments received by the TPOA shall be applied to amounts owed in the following order.

- (1) any delinquent assessment with payment applied to the oldest unpaid delinquent assessment first;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the association that are not subject to Subdivision (3);
- (5) any fines assessed by the association; and

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(6) any other amount owed to the association.

If the owner is in default under an Alternative Payment Plan at the time the TPOA receives a payment from a property owner:

- (1) the TPOA is not required to apply the payment in the order of priority specified by the section above; and
- (2) in applying the payment, a fine assessed by the TPOA may not be given priority over any other amount owed.

Revision record

Original Document approved on August 2, 2014.

This policy will take effect upon approval by the TPOA Board of Directors and filing with the Henderson County Clerk.

Approved by TPOA Board of Directors

August 2, 2014

Filed with Henderson County Clerk

November 18, 2014

POLICY 6

MOVING EXISTING MOBILE HOMES BETWEEN LOTS IN TAMARACK

Purpose

The purpose of this policy is to define the circumstances when the Tamarack Property Owners Association (TPOA) may grant permission to a property owner to move a mobile home already on a lot in Tamarack to a different lot inside Tamarack.

Reference

~~Gun Barrel City Code of Ordinances Chapter 152 Mobile Home Housing Standards~~

Tamarack Restrictive Covenants – Restriction 5

Policy

~~The TPOA shall grant permission for a property owner to move an existing mobile home from one lot in Tamarack to a different lot in Tamarack when the following conditions are met.~~

- ~~• The mobile home meets the current age requirement to bring a mobile home into Tamarack;~~
- ~~• The mobile home has been upgraded to meet the city of Gun Barrel City code of ordinances (Chapter 152 Mobile Home Housing Standards).~~

“Policy 6 - MOVING EXISTING MOBILE HOMES BETWEEN LOTS IN TAMARACK” is amended and restated as follows:

The TPOA shall grant permission for a property owner to move an existing mobile home from one lot to a different lot in Tamarack when the following condition is met.

The mobile home meets all the requirements stated in Restriction #5 of the Tamarack Restrictive Covenants to bring a mobile home into Tamarack.

Revision record

Original Document approved on August 2, 2014.

This policy will take effect upon approval by the TPOA Board of Directors and filing with the Henderson County Clerk.

Approved by TPOA Board of Directors

August 2, 2014

Filed with Henderson County Clerk

November 18, 2014

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TAMARACK POLICIES

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Policy 6 Revision approved by the TPOA Board of Directors May 7, 2016
Policy 6 Revision Filed with Henderson County Clerk June 30, 2016

Appendix A

Tamarack Property Owners Association Fee Schedule

Returned check fee \$15.00

Late Fee \$10.00

Transfer Fee \$50.00

Approved by TPOA Board of Directors August 2, 2014

Filed with Henderson County Clerk November 18, 2014