

**BYLAWS OF  
LINDSEY CROSSING HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is Lindsey Crossing Homeowners Association, Inc. hereinafter referred to as the "Association". The principal office of the Association shall be initially located at 4917 Old Jacksonville Hwy., Tyler, Texas 75703, but meetings of members and directors may be held at such places within the State of Texas, County of Smith, as may be designated by the Board of Directors (the "Board"). Moulton & Price Property Management, LLC constitutes the initial registered agent.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Lindsey Crossing Homeowners Association, Inc., a Texas not-for-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions Lindsey Crossing, Clerk's File No. 20190100038940 Real Property Records of Smith County, Texas, and such additions thereto as may be brought within the jurisdiction of the Association under the provisions of said Declaration or the Articles of Incorporation of the Association.

Section 3. "Common Area" shall mean all real property designated as common areas by the Declaration or as may be designated as common area in any amendment(s) or supplement(s) to the Declaration, for the common use and enjoyment of the Owners as more particularly set forth in the Declaration.

Section 4. "Lot" shall mean and refer to that portion of any plot or plots of land designated as a Lot by the Declaration or as may be designated as Lots in any amendment(s) or supplement(s) to the Declaration.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Holcomb Properties, Inc., a Texas corporation, d/b/a Lakeview Estates, and its successors and assigns such.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions Lindsey Crossing, Clerk's File No. 20190100038940 Real Property Records of Smith County, Texas, and such additions thereto as may be brought within the jurisdiction of the Association under the provisions of said Declaration or the Articles of Incorporation of the Association.

Section 8. "Board of Directors" and "Board" shall mean the Board of Directors of the Association.

## **ARTICLE III**

### **MEMBERSHIP**

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. Class A members shall be all the Owners with the exception of Declarant. The initial Class B member shall be the Declarant. The foregoing is not intended to include persons or entities who hold interest merely as security for the performance of an obligation or those merely owning any oil, gas or other minerals and/or water rights. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, to the maximum extent permitted by applicable law, the voting rights and right to use of the recreational facilities by such member may be suspended by the Board until such assessment has been paid. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed 90 days, for violation of any Rules and Regulations (herein so called) established by the Board governing the use of the Common Area and facilities.

## **ARTICLE IV**

### **PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

Each member shall be entitled to the use and enjoyment of the Common Areas as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the member's Lot(s). Such member shall notify the Secretary of the Association in writing of the name of any such delegee. The rights and privileges of such delegee are subject to the same extent as those of the member.

## **ARTICLE V**

### **BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of at least three (3) directors.

Section 2. Election. At the first annual meeting the Class A and Class B members shall elect three (3) members of the Association to the Board for a term of three (3) year. The Class A and Class B members by a majority vote may agree to staggered terms of the directors commencing three (3) years from the date of the first annual meeting of members. Any vacancy in the initial Board which occurs prior to the first annual meeting of the members shall be filled by election by the remaining Directors. The initial three (3) members of the Board shall be designated in the Articles of Incorporation of the Association.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Class members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual reasonable expenses incurred

in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Restrictions as Board Members. Only one (1) member of the Board may serve as a member of the Architectural Control Committee at any given time.

## **ARTICLE VI**

### **MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board shall be held at least once a year, at such place (or by telephonic conference) and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days written notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII**

### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board may be made by a Nominating Committee and may be made from the floor at the annual meeting by the Class A and Class B members. Such nominations shall be made from among members of the Association.

Section 2. Election. Election to the Board shall be by secret written ballot cast at the annual meeting. At such election, the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VIII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board shall have the power, for and on behalf of the Association;

(a) To adopt and publish Rules and Regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and are not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(c) To declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board without just cause having been furnished to and accepted by the Board;

(d) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association;

(e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association;

(f) To establish and maintain a working capital and/or contingency fund for capital repairs to and replacement of the Common Area, or any part thereof;

(g) To sue and/or defend in any court of law on behalf of the Association;

(h) To establish and collect penalties and fines for defaults by Owners under these Bylaws or the Declaration;

(i) To acquire and maintain the Common Area and to grant easements, licenses or other rights in, on, over and/or across such properties;

(j) To enter into contracts for legal, accounting and other professional services;

(k) To establish and maintain one or more bank accounts and authorize by resolution any officer, director, agent, or employee to execute checks on behalf of the Association;

(l) To delegate any of its rights, powers or duties to committees, managers or contractors who are competent to exercise the rights and powers and/or perform the duties so delegated;

(m) To generally provide for maintenance and preservation of the Common Areas and promote the health, safety and welfare of the Owners and to take such acts in connection therewith as the Board deems necessary; and

(n) To the extent permitted by applicable law, to cause the Association to indemnify directors, officers, employees and agents of the Association in performance of their respective duties on behalf of the Association.

Section 2. Duties. It shall be the duty of the Board:

(a) To cause to be kept a complete record of all its acts and corporate affairs;

(b) As more fully provided herein:

(1) In the event the amount of the annual assessment against each Lot shall change, to fix the amount of such annual assessment (30)

days in advance of the applicable annual assessment period, as hereinafter provided in Article XII;

(2) To send written notice of each such assessment to every Owner subject thereto at least thirty (30) days in advance of the applicable annual assessment period; and

(3) To comply with the provisions of Chapter 209 of the Texas Property Code, as amended.

(c) To issue, or to cause an appropriate officer to issue, not later than the tenth (10<sup>th</sup>) day after the date a written request for subdivision information is received from an Owner, Owner's agent, or title insurance company or its agent acting on behalf of the Owner, the documentation required pursuant to Chapter 207 of the Texas Property Code, as amended, including a resale certificate (if applicable) pursuant to Chapter 207.003 of the Texas Property Code (as amended). A reasonable charge may be made by the Board for the issuance of such resale certificates. Such resale certificates shall be conclusive evidence of any assessment therein stated to have been paid;

(d) To procure and maintain adequate liability and hazard insurance on property owned by the Association:

(e) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and

(f) To cause the Association to assume and be responsible for the continuous and perpetual operation, maintenance and supervision of the Common Areas.

Section 3. Prohibitions. A Director must abstain from voting or approving the payment of compensation or the entering into agreements to provide services to or on behalf of the Association, if such director has a direct or indirect intent in the individual or company being compensated, hired or retained by the Association.

## ARTICLE IX

### COMMITTEES

Section 1. Appointment. The Board may appoint such committees as deemed appropriate in carrying out its purposes, which may include for example, but not by way of limitation, the following:

(a) A Recreation Committee to advise the Board on all matters pertaining to the recreational program and activities of the Association and to perform other such functions as the Board in its discretion determines;

(b) A Maintenance Committee to advise the Board on all matters pertaining to the maintenance, repair or improvement of the Properties, and to perform such other functions as the Board in its discretion determines;

(c) A Publicity Committee to inform the members of all activities and functions of the Association and after consulting with the Board, to make such public releases and announcements as are in the best interest of the Association, and

(d) An Audit Committee to supervise the annual review of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its annual meeting, as provided in Article XI, Section 8(d). The Treasurer shall be an ex-officio member of this committee when formed.

(e) A Nominating Committee to solicit and nominate members to become officers and/or directors of the Association.

(f) An Architectural Control Committee to review and approve plans and specifications submitted by the Owners.

Section 2. Function. It shall be a function of each committee to receive complaints from members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE X

### MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, on the day and at the hour reasonably designated in the notice of such meeting given pursuant to Section 3 of this Article X.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board, or upon written request of the members who are entitled to vote one-twelfth (1/12<sup>th</sup>) of all of the votes of the entire membership who are entitled to vote.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid or hand delivered not less than 30 days nor more than 60 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, supplied by such member to 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.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or by proxy entitled to cast, sixty percent (60%) of all the total votes of the Association shall constitute a quorum except as otherwise expressly provided in the Articles of Incorporation, the Declaration and/or these Bylaws. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be the number of members present at such meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE XI

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. An officer may hold more than one office.

Section 2. Election of Officers. The election of officers shall take place at the first annual meeting of the Board following each annual meeting of members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office until he/she shall sooner resign, or shall be removed by the Board, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any the other offices except in case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

#### President

(a) The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

#### Vice-President

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

#### Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal, if any; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members

of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy to the members.

### **ARTICLE XII**

#### **ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each Class A Member and Class B Member is deemed to covenant and agree to pay to the Association: (1) Annual Assessments and (2) Special Assessments for nonrecurring maintenance costs, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto. The Annual Assessments and Special Assessments, together with such interest thereon and costs of collection thereof (including reasonable attorney's fees), as hereinafter provided, shall be a charge on the land and shall run with the land and be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Subject to the controlling terms of the Declaration, the assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area owned by the Association.

Section 3. Special Maintenance Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may, by a vote of two-thirds (2/3) of the total votes of each class of membership, in the aggregates, of the members who are voting in person or by proxy at a meeting called for this purpose, levy in any assessment year, Special Assessments as provided by the Declaration.

### **ARTICLE XIII**

#### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.



## **ARTICLE XIV**

### **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Lindsey Crossing Homeowners Association, Inc.

## **ARTICLE XV**

### **FISCAL YEAR**

The Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

## **ARTICLE XVI**

### **AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority, in the aggregate, of a quorum of members present or by proxy

## **ARTICLE XVII**

### **GENDER AND GRAMMAR**

The singular, wherever used herein, shall be construed to mean the plural when applicable, and necessary grammatical changes required to make the provision hereof apply either to corporations of individuals, men or women, shall in all cases be assumed as though in case fully expressed.

## **ARTICLE XVIII**

### **CONFLICT**

In the event of a conflict between the Declaration and these Bylaws, the Declaration shall control. In the event of a conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control.

## **ARTICLE XXIX**

### **INDEMNIFICATION**

Subject to the provisions of Article 1396-2.2A of Vernon's Annotated Texas Civil Statutes ("V.A.T.S."), the Association shall indemnify directors, officers, agents and employees as follows:

Section 1 Extent. The Association shall indemnify its directors against reasonable expenses incurred in connection with a proceeding in which the director is named as a defendant or respondent because he/she is or was a director of the Association if he/she has been wholly successful, on the merits or otherwise, in the defense of the proceeding. The Association may, at the direction of and in the sole discretion of the Board of Directors, pay for or reimburse the director for the payment of his/her reasonable expenses in advance of the final disposition of the proceeding, provided that the Association receives in writing (i) an affirmation by the director of his/her good faith belief that he/she has met the standards of conduct necessary for indemnification under Article 1396-2.2A of V.A.T.S., and (ii) an undertaking by or

on behalf of the director to repay the amount paid or reimbursed if it is ultimately determined such standards of conduct have not been met.

Section 2. Indemnification Obligation. Except as otherwise prohibited by applicable law the Association shall indemnify a director who was, is, or is threatened to be made a named defendant or respondent in a proceeding because such director is or was a director only if it is determined in accordance with Section 6 of this Article XVIX that such director:

- (a) conducted himself/herself in good faith; and
- (b) reasonably believed:
  - (i) in the case of conduct in his official capacity (as defined in Article 1396-2.2A of V.A.T.S.) as a director or officer of the Association, that his/her conduct was in the Association's best interests; and
  - (ii) in all other cases, that his conduct was at least not opposed to the Association's best interests; and
  - (iii) in the case of any criminal proceeding, had no reasonable cause to believe his/her conduct was unlawful.

Section 3. Exception Except to the extent permitted by Section 5 of this Article XVIX, a director may not be indemnified under Section 2 of this Article XVIX in respect of a proceeding:

- (a) in which the director is found liable on the basis that personal benefit was improperly received by him/her, whether or not the benefit resulted from an action taken in the director's official capacity; or
- (b) in which the director is found liable to the Association.

Section 4. Termination of Proceeding. The termination of a proceeding by judgment, order, settlement, or conviction or on a plea of nolo contendere or its equivalent is not of itself determinative that the director did not meet the requirements set forth in Section 2 of this Article XVIX. A director shall be deemed to have been found liable in respect of any claim, issue or matter only after the director shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

Section 5. Liability to Association. A director shall be indemnified under Section 2 of this Article XVIX against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but if the director is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the director, the indemnification (1) is limited to reasonable expenses actually incurred by the director in connection with the proceeding, and (2) shall not be made in respect of any proceeding in which the director shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association.

Section 6. Determination of Right to Indemnification. A determination of indemnification under Section 2 of this Article XVIX must be made:

- (a) 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;

- (b) if such a quorum cannot be obtained, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;
- (c) by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in Subsection (a) or (b) of this Section 6, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or
- (d) by a majority vote of members of the Association in a vote that excludes the vote of members who are directors and who are named defendants or respondents in the proceeding.

Section 7. Authorization of Indemnification. 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 counsel, authorization of indemnification and determination as to reasonableness of expenses must be made in the manner specified by Subsection (c) of Section 6 of this article for the selection of special legal counsel.

Section 8. Expenses. The Association shall indemnify a director against reasonable expenses incurred by him/her in connection with a proceeding in which he/she is a named defendant or respondent because he/she is or was a director if he/she has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

Section 9. Threatened Litigation. Reasonable expenses incurred by a director who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the Association, in advance of the final disposition of the proceeding and without the determination specified in Section 6 of this Article XVIX or the authorization or determination specified in Section 7 of this Article XVIX, after the Association receives a written affirmation by the director of his/her good faith belief that he/she has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director against expenses incurred by him/her in connection with that proceeding is prohibited by Section 4 of this Article XVIX.

Section 10. General Unsecured Obligation. The written undertaking required by Section 9 of this Article XVIX must be an unlimited general obligation of the director but need not be secured. It may be accepted without reference to financial ability to make repayment.

Section 11. Inconsistency. The provision for the Association to indemnify or to advance expenses to a director who was, is, or is threatened to be made a named defendant or respondent in a proceeding, contained herein, except in accordance with Section 9 of this Article XVIX, is valid only to the extent it is consistent with Article 1396-2.22A of the V.A.T.S. as limited by the articles of incorporation, if such a limitation exists.

Section 12. Appearance at Proceeding. Notwithstanding any other provision of this Article XVIX, the Association shall pay or reimburse expenses incurred by a director in connection with his appearance as a witness or other participation in a proceeding at a time when he is not a named defendant or respondent in the proceeding.

Section 13. Officers. An officer of the Association shall be indemnified as, and to the same extent as a director of the Association under this Article XXIX and is entitled to seek indemnification under those sections to the same extent as a director. The Association may indemnify and advance expenses to an officer, employee, or agent of the Association to the same extent that it may indemnify and advance expenses to directors under this Article XXIX.

Section 14. Indemnification of Others. The Association may indemnify and advance expenses to a person who is not or was not an officer, employee, or agent of the Association but who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, or other enterprise to the same extent that it may indemnify and advance expenses to directors under this Article XXIX.

Section 15. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a 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, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him/her and incurred by him/her in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him/her against that liability under this Article XXIX.

Section 16. Notice to Member. Any indemnification of or advance of expenses to a director in accordance with this Article XXIX shall be reported in writing to the members of the Association with or before the notice or waiver of notice of the next meeting of members or with or before the next submission to members of a consent to action without a meeting pursuant to Section A, Article 1396-9.10 of V.A.T.S. and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

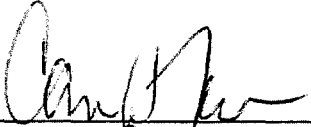
**IN WITNESS WHEREOF**, we being all the Directors of Lindsey Crossing Homeowners Association, Inc. have hereunto set our hands effective as of the  6th  day of  January  2021.



Kevin Huckabee, Director/President/Secretary/Treasurer



Leesa Huckabee, Director



Caren Carr, Director  
Frazier