

**CERTIFICATE FOR  
RECORDATION OF DEDICATORY INSTRUMENT OF  
KINGDOM ESTATES OF LINDALE OWNERS ASSOCIATION, INC.**

STATE OF TEXAS

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COUNTY OF SMITH

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§      **KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, Section 202.006 of the Texas Property Code requires that "A Property Owners' Association shall file its dedicatory instruments in the Real Property Records of each county in which the Property to which the dedicatory instruments relates is located."; and

**WHEREAS**, Kingdom Estates of Lindale Owners Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the Real Property Records of Smith County, Texas, the attached instrument; and

**WHEREAS**, the attached instrument(s) constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Kingdom Estates of Lindale Owners Association, Inc., Executed by Kingdom Builders Development, LLC, a Texas corporation, as Declarant, was recorded at Instrument #20150100040707 on or around August 28, 2015 in the Real Property Records of Smith County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions & Restrictions for Kingdom Estates of Lindale" (the "Declaration") subjected to the scheme of development therein certain land located in Smith County, Texas;

**NOW THEREFORE**, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

(signature page follows)

EXECUTED this 7 day of June, 2024

Kingdom Estates of Lindale Owners Association, Inc.,  
A Texas non-profit corporation

By: Brad DeGennaro  
Brad DeGennaro  
Duly Authorized Officer/Agent,  
Kingdom Estates of Lindale Owners Association, Inc.

STATE OF TEXAS

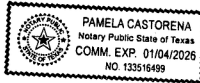
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COUNTY OF SMITH

This instrument was acknowledged before me on the 7 day of June, 2024 by Brad DeGennaro, authorized representative of Kingdom Estates of Lindale Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Pamela Castorena  
Notary Public in and for the State of Texas

After Recording, Return to:  
Manning & Meyers, Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, TX 75205



## **Exhibits**

Exhibit A- Document Retention Policy

Exhibit B- Payment Plan Policy

Exhibit C- Records Production & Copying Policy

Exhibit D- Contract Bidding Policy

# Document Retention Policy

## Kingdom Estates of Lindale Owners Association, Inc.

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH

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We, the undersigned, being the directors of the **Kingdom Estates of Lindale Owners Association, Inc.**, a Texas non-profit Association (the "**Association**"), pursuant to Section 209.005 of the Texas Property Code, do, by unanimous consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

**WHEREAS**, certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants must be retained permanently by the Association.

**WHEREAS**, financial books and records must be retained for a minimum of seven years.

**WHEREAS**, account records of current owners must be retained for a minimum of five years.

**WHEREAS**, contracts with a term of one year or more must be retained for a minimum of four years after the expiration of the contract term.

**WHEREAS**, minutes of meetings of the owners and the board must be retained for a minimum of seven years.

**WHEREAS**, tax returns and audit records must be retained for a minimum of seven years.

**RESOLVED:** that, pursuant to the provisions of The Texas Property Code, Section 209.0062, and that certain Declaration of Covenants, Conditions and Restrictions for Kingdom Estates of Lindale Owners Association, Inc., recorded at Recorded on or about August 28, 2015, at Instrument #20150100040707, Real Property Records of Smith County, Texas, as same has been amended (the "**Declaration**"), and the Bylaws of the Association, the Board of Directors of the Association hereby adopt the following Document Retention Policy:

- 1) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently by the Association.
- 2) Financial books and records shall be retained for a minimum of seven years.

- 3) Account records of current owners shall be retained for a minimum of five years.
- 4) Contracts with a term of one year or more shall be retained for a minimum of four years after the expiration of the contract term.
- 5) Minutes of meetings of the owners and the board shall be retained for a minimum of seven years.
- 6) Tax returns and audit records shall be retained for a minimum of seven years.

# Payment Plan Policy

## Kingdom Estates of Lindale Owners Association, Inc.

STATE OF TEXAS

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COUNTY OF SMITH

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KNOW ALL MEN BY THESE PRESENTS:

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We, the undersigned, being the directors of Kingdom Estates of Lindale Owners Association, Inc., a Texas non-profit Association (the "**Association**"), pursuant to Section 209.0062 of the Texas Property Code, do, by unanimous consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

**WHEREAS**, Pursuant to Section 209.0062 of the Texas Property Code, a property owners' association composed of more than 14 lots shall adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the property owners' association for delinquent regular or special assessments or any other amount owed to the association without accruing additional monetary penalties.

**WHEREAS**, monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

**WHEREAS**, the minimum term for a payment plan offered by a property owners' association is three months.

**WHEREAS**, a property owners' association may allow a payment plan for any maximum amount of time.

**WHEREAS**, a property owner's association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous payment plan.

**WHEREAS**, a property owners' association shall file the association's guidelines under this section in the real property records of each county in which the subdivision is located.

**WHEREAS**, a property owners' association's failure to file as required by this section the association's guidelines in the real property records of each county in which the subdivision is located does not prohibit a property owner from receiving an alternative payment schedule by which the owner may make partial payments to the property owners' association for delinquent regular or special assessments or any other amount owed to the association without accruing additional monetary penalties.

**RESOLVED:** that, pursuant to the provisions of The Texas Property Code, Section 209.0062, and

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Kingdom Estates of Lindale Owners Association, Inc.  
Document Retention Policy, Payment Plan Policy, Records Production and Copying Policy,  
& Contract Bidding Policy

that certain Declaration of Covenants, Conditions and Restrictions for Kingdom Estates of Lindale Owners Association, Inc., recorded at Recorded on or about August 28, 2015, at Instrument #20150100040707, Real Property Records of Smith County, Texas, as same has been amended (the "Declaration"), and the Bylaws of the Association, the Board of Directors of the Association hereby adopt the following Payment Plan Policy to establish reasonable guidelines for the payment of delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties:

Homeowners (the "Owner") within Kingdom Estates of Lindale Owners Association, Inc. shall have the opportunity to pay delinquent regular assessments and fees to the Association.

Requesting a Payment Plan- An owner shall have the opportunity to submit a payment plan request to the board of directors. Such payment plan request must be made in writing and may be transmitted via email to the Association's Managing Agent or to the Association's Attorney.

Payment Plan Requirements- All payment plans submitted must be 12 months or less in length, beginning at the date of the initial request for the payment plan, and pay the entire balance owed by the owner submitting such a plan, including any additional assessments, administrative fees, and interest that accrue during the pendency of the plan.

Payment Plan Approval- Should the payment plan request meet the requirements as set forth above, the owner shall be notified that the board has agreed to his payment plan. A Payment Plan Agreement shall be submitted to the owner in writing.

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Kingdom Estates of Lindale Owners Association, Inc., Executed by Kingdom Builders Development, LLC, a Texas corporation, as Declarant, was recorded at Recorded on or about August 28, 2015, at Instrument #20150100040707 in the Real Property Records of Smith County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions & Restrictions for Kingdom Estates of Lindale" (the "Declaration") subjected to the scheme of development therein certain land located in Smith County, Texas;

Administrative Fees- Administrative fees and interest shall be charged against the owner's account during the pendency of the payment plan.

Payment Submission- Payment Plan payments shall be submitted to the Association's Managing Agent or the Association's attorney and shall be due upon the first of the month, unless otherwise specified within the owner's payment plan.

Default- Payments under a payment plan must be received within three business days of their due date as specified in the Payment Plan Agreement or said agreement shall be considered in default. Should an owner default under said payment plan, subsequent payments by the owner shall no longer be applied according Texas Property Code Section 209.0063 but shall be applied in the following order: 1) Attorney's fees; 2) Interest; 3) Administrative Fees; 4) Delinquent Assessments; 5) Current Assessments; 5) Any other amount owed the Association; 6) Fines. An owner defaulting under a payment plan shall be notified of such default via a Payment Plan Default Letter and collection activity shall immediately resume upon their account.

Ineligibility-The Association shall not be required to enter into a payment plan with an owner if that owner has entered and defaulted on a payment plan within the previous two years. The Association shall not be required to enter into a payment plan with an owner if that owner is currently in foreclosure.



# Records Production and Copying Policy

## Kingdom Estates of Lindale Owners Association, Inc.

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH

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We, the undersigned, being the directors of the **Kingdom Estates of Lindale Owners Association, Inc.**, a Texas non-profit Association (the "**Association**"), pursuant to Section 209.005 of the Texas Property Code, do, by unanimous consent, take the following corporate action and adopt the following resolutions, which corporate action and resolutions shall have the same force and effect as a unanimous vote of all the directors of the Association at a duly called meeting of the Board of Directors of said Association:

**WHEREAS**, pursuant to Section 209.005 of the Texas Property Code, a property owners' association shall adopt a records production and copying policy that prescribes the costs the association will charge for the compilation, production, and reproduction of information.

**WHEREAS**, the prescribed charges may include all reasonable costs of materials, labor, and overhead but may not exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3.

**WHEREAS**, the policy required by this subsection must be recorded as a dedicatory instrument in accordance with Section 202.006.

**WHEREAS**, an association may not charge an owner for the compilation, production, or reproduction of information requested under this section unless the policy prescribing those costs has been recorded as required by Section 209.005 of the Texas Property Code.

**WHEREAS**, an owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by a policy adopted by an Association under Section 209.005.

**WHEREAS**, an association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information.

**RESOLVED:** that, pursuant to the provisions of The Texas Property Code, Section 209.0062, and that certain Declaration of Covenants, Conditions and Restrictions for Kingdom Estates of Lindale Owners Association, Inc., recorded at Recorded on or about August 28, 2015, at Instrument #20150100040707, Real Property Records of Smith County, Texas, as same has been amended (the "**Declaration**"), and the Bylaws of the Association, the Board of Directors of the Association hereby adopt the following Document Records Production and Copying Policy:

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Kingdom Estates of Lindale Owners Association, Inc.  
Document Retention Policy, Payment Plan Policy, Records Production and Copying Policy,  
& Contract Bidding Policy

- 1) All books, records, and financial records shall be open to and reasonably available for examination by an owner within the community or by the owner's designated agent except for those outlined in Paragraph 6 below. An owner or their agent is also entitled to copies of said records. Should an owner designate an agent for inspection of records, such designation must be made in writing and submitted to the Association prior to any inspection or production of any records.
- 2) A Records Request must be submitted to the Association in writing, via Certified Mail, Return Receipt Requested to the mailing address of the Association or authorized representative as reflected in the most recent Management Certificate. The owner's request must describe in sufficient detail the records requested and specify whether the owner is requesting to inspect the records or is requesting copies. If the owner requests any of the records specified under Section 6 of this Resolution, then the written request for records must also include a declaration affirming approval of the inspection and/or release of those specific records, either to himself or to the owner's designated agent.
- 3) The Association shall reply to such a Records Request by an owner within 10 business days of the receipt of the request. If the Association is unable to produce the records within 10 business days, the Association shall inform the owner of such within 10 business days of the receipt of the owner's request and inform the owner that the information will be available not later than 15 business days from the date of the response to the owner's Records Request.
  - a. Inspection Requested: Should the owner submitting the request seek to inspect documents, the Association shall reply with the dates and times during normal business hours that records will be available for inspection as well as the costs the Association will charge for the inspection of said records. If the Association is unable to produce the records within 10 business days, the Association shall inform the owner of such within 10 business days of the receipt of the owner's request and inform the owner that the information will be available not later than 15 business days from the date of the response to the owner's Records Request.
  - b. Copies Requested: Should the owner submitting the request seek the production of copies of Association records, the Association shall produce all requested records that are within their possession or control within ten business days. If the Association is unable to produce the records within 10 business days, the Association shall inform the owner of such within 10 business days of the receipt of the owner's request and inform the owner that the information will be available not later than 15 business days from the date of the response to the owner's Records Request.
- 4) Records may be produced in hard copy, electronic format, or any other format that is reasonably available to the Association.
- 5) The Association shall require the advance payment of estimated costs of compilation and production of records. The Association shall charge the costs outlined under Title 1, Rule 70.3 of the Texas Administrative Code. Once an owner has inspected or received copies under the Records Request, a Final Invoice shall be delivered to the owner within 30 days of the records production. If the owner does not pay the final amount showing on the invoice within 30

days, then the amount on the invoice shall be added to the owner's account as an assessment. An owner may not be foreclosed upon for non-payment of this balance due. If a refund is due to the owner after a Records Request, then the refund shall be sent along within the Final Invoice.

- 6) The following records shall be unavailable for copying or inspection without written approval of the owner, or a court order stating that such records must be released:
- a. Attorney files and records;
  - b. Personal information of owners;
  - c. Violation history of owners;
  - d. Personal financial information of an owner;
  - e. Records of payment or non-payment of an owner;
  - f. Association Employee Information;
  - g. Contact information of an owner.

# Contract Bidding Policy

## Kingdom Estates of Lindale Owners Association, Inc.

**WHEREAS**, the Texas Legislature amended Section 209.0052 of the Texas Property Code relating to the execution of contracts in excess of \$50,000.00.

**WHEREAS**, the directors of Kingdom Estates of Lindale Owners Association, Inc. find there is a need to adopt a policy related to the execution of contracts in excess of \$50,000 in accordance with Section 209.0052 of the Texas Property Code.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 209.0052 of the Texas Property Code, the Board of Directors of Kingdom Estates of Lindale Owners Association, Inc. adopts the following guidelines for contracts for which the total cost is in excess of \$50,000.00.

- 1) **Developmental Period**- The terms and conditions set forth herein shall not apply during the Developmental Period or any other period wherein the declarant maintains the authority to exercise control over the Association.
- 2) **Competitive Bidding Required for Certain Association Contracts**: The Board of Directors will actively seek bids within the parameters of this Policy to manage Association expenditure and budget controls. Bidding will be in accordance with the guidelines set forth within this Policy. Adherence to this Policy provides a means to ensure the Board of Directors is fulfilling its responsibilities when spending Association funds.
- 3) **Competitive Bid Procedure**: A Competitive Bid Procedure will be used when:
  - a. The projected total cost of the contract to the Association will be in excess of \$50,000.00; or
  - b. When the directors of the Association find there is need to engage in a Competitive Bid Procedure as set forth within this Contract Bidding Policy.
- 4) **Three Bidders Required**:
  - a. If qualified bidders exist, at least three bids should be solicited for each project.
  - b. The requirement for three bids may be waived if:
    - i. Work is an Emergency or Act of God: The Competitive Bid Procedure as set forth within this Policy may be omitted if the Board of Directors determines a situation to be an emergency or an act of God;
    - ii. Changing of vendors would disrupt existing warranties; or
    - iii. Other vendors are not willing to bid on the project.

- 5) **Bid Requirements Submitted to Vendors:** The Board's request for bids to vendors or contractors will include the following information:
- a. Outline / Scope of Work (SOW) sought to be performed from the Vendor.
  - b. A targeted date that the Association seeks to have the work completed.
  - c. A request to the Vendor for an itemization of materials and labor necessary to complete the project.
  - d. A request that the Vendor submit copies of current liability insurance coverage and/or bonding, State and Local licenses, permits, and Workers' Compensation Insurance (WCI) coverage.
  - e. A list of Vendor references if the Association has not had prior experience with the Vendor.
  - f. Any possible penalties for completion by the Vendor after the promised completion date.

**Note:** The above bid requirement documentation may vary based on the scope and nature of the project.

- 6) **Bid Package Submittal Requirements from Vendor:** Each Vendor's response to the Association must contain:
- a. An estimated total cost of the project with a breakdown of materials and labor costs.
  - b. A projected start and completion date.
  - c. Any possible deviations from the contract with respect to cost and/or completion date, e.g., weather delays, unforeseen obstacles such as ground conditions.
  - d. A copy of the Vendor's current liability insurance coverage and/or bonding, State and Local licenses, permits, and Workers' Compensation Insurance (WCI) coverage.
  - e. A list of Vendor references if the Association has not had prior experience with the Vendor.
  - f. A Copy of the Vendor's proposed contractual agreement with the Association.
- 7) **Direct Source, Sole Source, or Competitive Bid Exceptions will be considered when:**
- a. Time does not allow for the collection and reviews of bids.
  - b. Emergency work makes time a critical factor.
  - c. The item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures, damages due to disasters, or purchases necessary to address immediate safety and security issues.
  - d. Only one Vendor can meet the necessary Bid Requirements set forth by the Association.

**8) Bid Award / Selection:**

- a. The Board of Directors shall have the discretion of accepting a bid higher than the low bid if justified based on Vendor qualifications.
- b. The selection justification must be documented by the directors of the Association in the Board's meeting minutes.
- c. The Board shall have the discretion of accepting that bid or going out for bids again if only one bid meets all specifications.
- d. The Board shall have the discretion of tabling the project or soliciting bids again if no bids are received.
- e. If only one bid meets all specifications, the Board shall have the discretion of accepting that bid or soliciting bids again.

**9) Conflicts of Interest:**

- a. If a conflict of interest exists, the Board member or Committee member(s) with the conflict of interest must remove themselves from the bid process.
- b. An Association may contract with a Board member or Committee member, relative of a Board member or Committee member, or company owned by a Board member or Committee member only if:
  - i. The Board member or Committee member, relative of a Board member or Committee member, or company owned by a Board member or Committee member bids on the contract;
  - ii. There are at least 2 other competitive bidders aside from the Board member or Committee member, relative of a Board member or Committee member, or company owned by a Board member or Committee member;
  - iii. The conflicted Board member or Committee member is not given access to the bids;
  - iv. The conflicted Board member or Committee member does not participate in discussions regarding the contract;
  - v. The conflicted Board member or Committee member does not vote on the issue; and
  - vi. The conflict is disclosed to the Association.

- 10) **Best Judgment:** This Contract Bidding Policy is a financial tool and set of administrative guidelines to be used when considering Association expenditures. The Board shall at all times exercise its judgment and discretion to make the best decision possible on behalf of the Association and its membership.

*(signature page follows)*

EXECUTED this 7 day of June, 2024

Kingdom Estates of Lindale Owners Association, Inc.,  
A Texas non-profit corporation

By: Brad DeGennaro  
Brad DeGennaro  
Duly Authorized Officer/Agent,  
Kingdom Estates of Lindale Owners Association, Inc.

STATE OF TEXAS

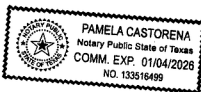
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COUNTY OF SMITH

This instrument was acknowledged before me on the 7 day of June, 2024 by Brad DeGennaro, authorized representative of Kingdom Estates of Lindale Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Pamela Castorena  
Notary Public in and for the State of Texas

After Recording, Return to:  
Manning & Meyers, Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, TX 75206





"VG-151-2024-202401016118"

**Smith County**  
**Karen Phillips**  
Smith County Clerk

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**Document Number:** 202401016118

Real Property Recordings  
RESTRICTION

Recorded On: June 07, 2024 10:04 AM

Number of Pages: 16

Billable Pages: 15

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" Examined and Charged as Follows: "

Total Recording: \$81.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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

**File Information:**

Document Number: 202401016118

Receipt Number: 20240607000025

Recorded Date/Time: June 07, 2024 10:04 AM

User: Suni W



**STATE OF TEXAS**  
**Smith County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips  
Smith County Clerk  
Smith County, TX