**BELLE STARR PROPERTY OWNERS’**

 **ASSOCIATION, INC.**

**BY-LAWS AND**

 **RESTRICTIVE COVENANTS**

**REVISED:\_OCTOBER 5\_\_, 2024**

**By-Laws: Pages 1-4**

**Approved by a two-thirds (2/3) vote of the quorum at the meeting held on**

**the \_\_\_5th\_\_ day of \_OCTOBER\_\_, 2024, and shall be effective from**

**January 1, 2025, to January 1, 2035.**

**Restrictive Covenants: Pages 5-9**

**Approved by a vote of the majority of owners present and by proxy vote, as allowed, at the meeting held on the \_\_5th\_\_\_ day of \_\_OCTOBER\_, 2024, and shall be effective from January 1, 2025, to January 1, 2035.**

**BELLE STARR PROPERTY OWNERS’ ASSOCIATION, INC.**

**REVISED BY-LAWS**

**ARTICLE I**

**Membership**

1. All persons holding legal or equitable title to any lot(s) within Belle Starr Ranch shall automatically be members of Belle Starr Property Owners’ Association, Inc., and shall be entitled to cast one (1) vote in elections or matters voted upon by Belle Starr Property Owners’ Association, Inc., regardless of the number of lots owned. Joint owners or co-owners of one or more lots shall be entitled to only one vote among the aggregate owners, not one vote each. Written proxies shall be accepted for vote if submitted to the Secretary of the Board prior to the call of the roll for a vote.
2. The fiscal year of Belle Starr Property Owners’ Association, Inc. shall be from August 1st to July 31st of the following year.

**ARTICLE II**

**Dues**

1. Dues for all members of Belle Starr Property Owners’ Association, Inc. shall be SEVENTY-FIVE DOLLARS ($75.00) PER LOT PER YEAR PAYABLE ON OR BEFORE SEPTEMBER 1ST EACH YEAR. Failure to pay annual dues when due shall create a lien in favor of Belle Starr Property Owners’ Association, Inc. against each lot for which dues are not paid. In addition, the member shall not be considered a member in good standing and will not be eligible to vote until such time that there are no outstanding dues owed.

 **ARTICLE III**

**Membership Meetings**

1. There shall be an annual meeting of the membership of Belle Starr Property Owners’ Association, Inc. to elect a Board of Directors the first Saturday of October.
2. Notice of the annual meeting shall state the date, time, and place of such meeting and shall be given by mailing thirty (30) days prior to said meeting.
3. Those members present at the membership meeting shall constitute a quorum.
4. Special meetings may be called by a majority of the Board of Directors or by written petition signed by lot owners who represent ten (10) percent of the total numbers of lots in Belle Starr Ranch after August, 1985. Notice of a special meeting shall be by whatever means deemed adequate by the Board of Directors.

**ARTICLE IV**

**Board of Directors**

1. The Board of Directors shall consist of five (5) persons to be elected by the general membership at the annual meeting. Board members must be lot owners.
2. Each member of the Board of Directors shall serve for a term of one (1) year or until a new Board is elected.
3. The Board of Directors shall elect the President of Belle Starr Property Owners’ Association, Inc.
4. Each Board Member shall serve without salary, but be reimbursed thirty dollars ($30.00) for time/travel expenses for each meeting attended.
5. The Board of Directors shall choose a Secretary and Treasurer for Belle Starr Property Owners’ Association, Inc. which may be one person to serve a one (1) year term and may compensate these offices at the discretion of the Board.
6. Any vacancies on the Board shall be filled by appointment by the remaining Board to complete the terms.
7. The Board shall have the authority to enter into any necessary contracts to carry out the policy of Belle Starr Property Owners’ Association, Inc. as set by the Board or to comply with the restrictive covenants.
8. The presence of three (3) Board members at monthly meetings shall constitute a quorum.

**ARTICLE V**

**President**

1. The President shall be elected by the Board at the first meeting of the Board of Directors immediately following their election to serve a term of one (1) year.
2. The President shall determine appropriateness of all applications for locating mobile homes upon lots according to the restrictive covenants and shall review any other written requests for any modification or approval as provided in the restrictive covenants as well as all plot plans prior to construction for compliance with the restrictive covenants.
3. The President shall carry out the policy of Belle Starr Property Owners’ Association, Inc. as determined by the Board of Directors.
4. The President shall co-sign any disbursements of Belle Starr Property Owners’ Association, Inc. funds.
5. The President shall call all meetings of the Board of Directors.

**ARTICLE VI**

**Secretary**

1. The Secretary shall be selected by the Board and shall serve for a term of one (1) year.
2. The Secretary must be a member of Belle Starr Property Owners’ Association, Inc.
3. The Secretary shall keep the minutes of the Board of Directors and special and annual membership meetings.

**ARTICLE VII**

**Treasurer**

1. The Treasurer must be a member of Belle Starr Property Owners’ Association, Inc. The Treasurer shall collect the annual dues, special assessments and any other income of Belle Starr Property Owners’ Association, Inc.
2. The Treasurer shall co-sign any disbursements of Belle Starr Property Owners’ Association, Inc. funds.
3. The Treasurer and Secretary may be the same person.

**ARTICLE VIII**

**Amendments**

1. Amendments to these by-laws may only be voted upon at a special election called for that purpose. A two-thirds (2/3) vote of the quorum shall be required to amend these by-laws in whole or in part by addition or deletion.

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**RESTRICTIVE COVENANTS**

1. No livestock such as horses, cattle, or pigs shall be stabled within the confines of the subdivision, except house pets, which shall be kept on a leash when on said premises. Each property owner may raise six (6) chickens (no roosters) and all chickens must be raised in an appropriate animal enclosure at the back of the lot.
2. In addition to the easements for utilities shown on the recorded plat of Belle Starr Ranch, there shall also be reserved a five (5) foot easement along each side line and ten (10) foot on back easement and all public and private utilities shall have the right to use and occupy those areas designated as lanes, walkways and drives, the same as if they were dedicated public lanes, walkways and drives as they appear in said platting.
3. Single family dwellings constructed on site shall face the street upon which the lot fronts and no part thereof shall be nearer than twenty-five (25) feet from the front of the lot line, and the distance from each side of said dwelling shall be no close than five (5) feet from the side and ten (10) feet from the rear lines of said lot. In the event the dimensions of a lot are not conductive to compliance within this restriction, a majority vote of the Board of Directors of the Belle Starr Property Owners’ Association, Inc., may modify this covenant prior to the ten (10) year expiration.
4. Prior to beginning construction or moving any structure upon said lot(s), the owner must submit his/her plans in writing to the President of Belle Starr Property Owners’ Association, Inc. indicating the proposed location of said structure. Written approval or denial of a plot plan shall be given within thirty-one (31) days of submission of such plan. Failure to submit said plan and get approval shall be grounds for a legal cause of action to be filed against the lot owner to have structure removed at the lot owners’ expense.

A mobile home may be placed on any lot in said subdivision horizontally or perpendicular with the streets upon the front lots. In the event the dimensions of a lot are not conducive to compliance with this restriction, a majority vote of the Board of Directors of the Belle Starr Property Owners’ Association, Inc. may modify this covenant prior to the ten (10) year expiration.

In the event one entity owns two or more contiguous lots, a majority vote of the Board of Directors of the Belle Starr Property Owners ‘Association, Inc. may modify these covenants to the placement of the primary structure at any time.

1. All lots in Belle Starr Ranch are hereby restricted in their use to single family dwelling units except Lot 1, Block 13, which shall be reserved for common recreational purposes and the following lots shall be only for commercial purposes:

Lots 1 through 12 in Block 1

Lots 1 through 13 in Block 2

Lots 1 through 6 in Block 5

Lots 1 through 15 in Block 10

Lots 1 through 4 in Block 21

No other lots within the Belle Starr Ranch Addition shall be used for any commercial purpose. This shall include but not limited to short term rentals which shall be defined as any rental of a lot or dwelling for a period of less than six (6) months to the same tenant.

1. Unused building material, scrap metal, and junk or damaged automobiles, pickups, boats, motorcycles, trailers or other equipment shall be stored in an enclosed garage or storage building so as not to be visible to the public. Any motor vehicles which have been damaged or disassembled so that they are not roadworthy and cannot be insured and are not properly tagged because of their condition, shall be deemed junk vehicles for the purpose of this section. Any equipment or trailer which cannot presently be used for its intended purpose shall also be considered junk which shall be stored in an enclosed garage or outbuilding or removed from the premises. No accumulation of trash shall be allowed to remain on the premises.

When a vehicle is declared derelict by the Board, the lot owner(s) will be sent a certified letter giving them thirty (30) days to move the vehicle. If the derelict vehicle is not moved charges will be filed in the count court against the lost owner(s) for violation of restrictive covenants. Furthermore, the lot owner(s) will be responsible for the attorney’s fees and cost for the action.

1. All materials used for exterior construction of the primary structure shall be new. Construction must be completed within six (6) months of the date of commencement.
2. All other detached structures shall be in the rear of the primary structure and shall be slightly, of neat construction, and of a character to enhance the value of the property.

A boat house and/or garage may be constructed separately or attached to the primary structure. The exterior of said structures must be finished in the same manner as the primary structure.

1. In addition to the foregoing restrictions, no primary structure shall be constructed on any lot in Belle Starr Ranch with less than seven hundred and twenty (720) square feet of floor space. Floor space shall not include porches and porticoes and shall include only the actual living space under the enclosed roof.

Mobile homes may be occupied on any lot within Belle Starr Ranch. No mobile home that is smaller than fourteen feet by sixty feet (14’ x 60’) or five (5) years old on the day it is to be moved onto a lot shall be allowed on any lot. Exceptions to mobile homes older than five (5) years that meet qualifications will be considered by the Board and approved/denied on an individual basis. Mobile homes must be completely skirted within thirty-one (31) days on the date they are moved onto any lot. The President of the Belle Starr Property Owners’ Association, Inc. must see the original title to each mobile home prior to moving it onto any lot and if it meets the age requirements contained herein, the owner shall be given written approval or denial within thirty-one (31) days of submission of title.

1. Recreational vehicles which were commercially manufactured may occupy any lot on a temporary basis. Recreational vehicles cannot be a permanent residence for any occupant or lot owner. Temporary shall be defined as a period of one-hundred eighty (180) days or less. Permanent shall be defined as more than one-hundred eighty (180) days. A recreational vehicle can be stored as set forth herein on any lot but cannot be used by any occupant on a permanent basis as defined herein.

This section shall not apply to Lot 11 in Block 3 for the current occupant. However, once that occupant ceases to occupy the recreational vehicle on this property there can be no further permanent residence on this lot or any other lots.

1. The owner of each lot(s) shall mow and keep his lot(s) free of weeds and underbrush once a month throughout the year. In the event the owner fails to mow said weeds and underbrush by June 1st of any calendar year, the Belle Starr Property Owners’ Association, Inc. shall enforce covenant #13. It will be the responsibility of the property owners to maintain all easements.

1. Use of chain-link fences are approved in advance, however, construction of any other type of fence shall be approved in writing by a majority vote of the Board of Directors of the Belle Starr Properties Owners’ Association, Inc. prior to beginning construction. Written approval or denial shall be given within thirty-one (31) days of a property submitted request.
2. All legal or equitable owners of any of the above-described property shall automatically become members of the Belle Starr Owners’ Association, Inc. and assessed membership dues per lot to assist in the continued orderly development and maintenance of common facilities.

Any violation of any covenant shall result in the following penalties:

1st offense—verbal warning

2nd offense—written warning by certified letter to the address of record of the owner

3rd offense--$125.00 fine plus costs and shall become a lien against the real property

4th offense--$250.00 fine plus costs and shall become a lien against the real property

5th offense—court action against the owner of the real property

There shall be a ten (10) day grace period between each penalty for any violation except mowing, during which time the lot owner shall rectify the violation. If the violation is not rectified within the ten (10) day period, then the penalty will be escalated to the next level of offense until the violation is rectified. For all mowing offenses there shall only be a three (3) day grace period.

1. These covenants shall run with the land and shall be binding upon all current and subsequent lot owners in Belle Starr Ranch until January 1, 2035, at which time said covenants shall be automatically extended for a period of ten years, unless by vote of the majority of owners present or by proxy during a scheduled special meeting, it is agreed to change such covenants in whole or in part, it being understood that an owner shall be entitled to cast only one (1) vote no matter how many lots are owned. Furthermore, those owners who vote must be in good standing with current dues paid.

Page 9

