

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

BYLAWS OF VILLAS LAS FLORES HOMEOWNERS' ASSOCIATION, INC.

**ARTICLE 1
DEFINITIONS**

1.1. Declaration. "Declaration" means the Declaration of Restrictive Covenants dated December 8, 2023, and recorded as Document No. 138466 in the Official Public Records of Wilson County, Texas, including any amendments that may be made from time to time in accordance with its terms.

1.2. Manager. "Manager" means any professional manager or management company with whom the Association contracts for the day-to-day management of the Subdivision or the administration of the Association.

1.3. Subdivision. "Subdivision" means Villas Las Flores Subdivision, a subdivision in Wilson County, Texas, according to the Plats, including the land, all improvements and structures on the land, and all easements, rights, and appurtenances to the land, as more particularly described in the Declaration.

1.4. Other Terms. Other defined terms used in these Bylaws have the meaning given them in the Declaration, which is incorporated by reference and made a part of these Bylaws.

**ARTICLE 2
APPLICABILITY OF BYLAWS**

2.1. Corporation. The provisions of these Bylaws constitute the Bylaws of Villas Las Flores Homeowners' Association, Inc., a Texas nonprofit corporation ("Association").

2.2. Applicability. The provisions of these Bylaws are applicable to the Subdivision as defined above.

2.3. Personal Application. All present or future Owners, present or future tenants, their employees, or other Persons that use the facilities of the Subdivision in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Lots of the Subdivision, or the act of occupancy of any of the Lots, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

**ARTICLE 3
OFFICES**

3.1. Principal Office. The principal office of the Association will be located at 121 Interpark Blvd, Suite 501, San Antonio, Texas 78216. The location of the principal office may be changed from time to time by the Board (as defined herein).

3.2. Registered Office and Registered Agent. The Association will have and will continuously maintain in the State of Texas a registered office and a registered agent whose office will be the same as the registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be, the same as the principal office of the corporation. The address of the registered office may be changed from time to time by the Board.

ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP

4.1. Membership. Every Owner of a Lot will automatically be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Lot. Each Member will be entitled to cast one (1) vote for each Lot owned with respect to any matter on which members of the Association are entitled to vote. In cases where more than one Person owns a fee interest in a Lot, all such Persons will arrange among themselves for one of them to exercise the voting rights attributable to their Lot. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination, however, will not release or relieve the Member from any liability or obligation under the Restrictions that was incurred during the Member's period of ownership of a Lot.

4.2. Proof of Member. The rights of membership will not be exercised by any Person until satisfactory proof has been furnished to the Secretary of the Association that the Person is qualified as a Member. This proof may consist of a copy of a duly executed and acknowledged deed or title-insurance policy evidencing ownership of a Lot. A deed or policy will be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

4.3. No Additional Qualifications. The sole qualification for membership will be the ownership of a Lot. No initiation fees or dues will be assessed against any Person as a condition of membership except the assessments, levies, and charges specifically authorized under the Certificate of Formation or the Declaration.

4.4. Certificates of Membership. The Board may provide for the issuance of certificates evidencing membership in the Association in such form as may be determined by the Board. All certificates evidencing membership will be consecutively numbered. The name and address of each Member and the date of issuance of the certificate will be entered on the records of the Association and maintained by the Secretary of the Association at the registered office of the Association.

ARTICLE 5 VOTING RIGHTS

5.1. Allocation. Voting rights will be allocated among the Members on the basis of the formulas and allocations set forth in the Declaration.

5.2. Manner of Voting. At all meetings of Members, each Member, subject to Article 4, may vote in person, by a legitimate proxy in form approved by the Board, by absentee ballot, or by electronic ballot. All proxies must be in writing and filed with the Secretary of the Association before any Member may vote by proxy. Every proxy will be revocable and will automatically cease on conveyance by the Member of the Member's Lot or on receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of the Member. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

5.3. Quorum. Except as otherwise specifically provided in the Declaration or the Certificate of Formation, the presence, either in person, by proxy, by absentee ballot, or by electronic ballot, at any meeting of Members entitled to cast at least fifty-one percent (51%) of the total voting power of the Association will constitute a quorum for any action; however, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time no less than five (5) days or more than thirty (30) days from the meeting date.

5.4. Required Vote. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, by absentee ballot, or by electronic ballot, at a meeting at which a quorum is present will

be the act of the Members, unless the vote of a greater number is required by statute, the Declaration, or the Certificate of Formation; however, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election.

5.5. Absentee Ballots. A solicitation for votes by absentee ballot must include (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (2) instructions for delivery of the completed absentee ballot, including the delivery location, and (3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

5.6. Electronic Ballots. An electronic ballot means a ballot (1) given by electronic mail, fax, or posting on an Internet website, (2) for which the identity of the Member submitting the ballot can be confirmed, and (3) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting will be sent to each Member with instructions on obtaining access to the posting on the website.

ARTICLE 6 MEETINGS OF MEMBERS

6.1. Annual Meeting. The first meeting of the Members of the Association will be held within one hundred twenty (120) days after the closing of the sale of sixty-five percent (65%) of the Lots to Owners other than Declarant. After the first meeting, the annual meeting of the Members of the Association will be held on the second Tuesday of April of each succeeding calendar year at the hour of 7:00 p.m. unless otherwise determined by the Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

6.2. Special Meeting. Special meetings of the Members may be called by the President of the Association, by the Board, or by Members representing at least twenty percent (20%) of the total voting power of the Association unless otherwise required by law.

6.3. Place. Meetings of the Members will be held within the Subdivision or at a meeting place as close to the Subdivision as possible, as permitted by law and specified by the Board in writing.

6.4. Notice of Meetings. Written notice of all Members' meetings will be given by or at the direction of the Secretary of the Association or such other Persons as may be authorized to call the meeting, by mailing, e-mailing, or personally delivering a copy of the notice at least ten (10) but no more than sixty (60) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address or e-mail address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice must specify the place, day, time, and, for special meetings, general subject of the meeting.

6.5. Order of Business. The order of business at all meetings of the Members will be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.

- (c) Reading of minutes of preceding meeting.
- (d) Election of directors.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New business.

6.6. Action Without Meeting. Any action that must or may be taken at a meeting of the Members, other than the election of Directors, may be taken without a meeting if consent in writing, setting forth the action to be taken, is signed by the requisite number or voting power of the Members and filed with the Secretary of the Association. A Member can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Member and the date on which the Member transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Member may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

ARTICLE 7 BOARD OF DIRECTORS

7.1. Governing Body; Composition. The affairs of the Association will be governed by a Board of Directors ("Board"). Each Director will have one equal vote. In the case of a Member that is not a natural Person, any officer, director, partner, member, manager, employee, or fiduciary of the Member will be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by the Member, provided that no Member may have more than one representative on the Board at a time.

7.2. Number. The number of Directors of the Association will be at least three (3) and not more than five (5). The number of Directors authorized will be fixed as the Board may from time to time designate, or if no designation has been made, the number of Directors will be the same as the number of members of the initial Board as set forth in the Certificate of Formation. No decrease in the number of Directors will have the effect of shortening the term of any incumbent Director.

7.3. Term. The initial Directors are those Persons identified in the Certificate of Formation. Except as otherwise set forth in these Bylaws and in the Declaration, each Director will serve a term of two (2) years and may serve an unlimited number of consecutive terms. At the conclusion of the scheduled term of the Persons appointed as the initial Directors by the Certificate of Formation, successor Directors will hold office for staggered terms of three (3) years, two (2) years, and one (1) year, respectively, until their successors are elected and qualified.

7.4. Residency. At least one (1) Director must reside in the Subdivision; provided this Section 7.4 shall be effective upon the date Declarant no longer owns or has any real property interest in any Lot.

7.5. Removal. Directors may be removed, with or without cause, by the Members at a special meeting of the Members duly called for that purpose. Notice of the meeting must be given to all Directors. If the Board is presented with written, documented evidence from a database or other record maintained by a law enforcement authority that a Director was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

7.6. Vacancies. If the office of any Director becomes vacant for any reason, the remaining Directors will appoint a successor to fill the unexpired term of the directorship being vacated at a special meeting called for that purpose. At the expiration of the term of his or her position on the Board, any successor Director chosen by the remaining Directors or by the Members will be reelected or his or her successor will be elected in accordance with these Bylaws. Any directorship to be filled by reason of an increase in the number of Directors will be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

7.7. Compensation. With the prior approval of a majority of the voting power of the Members, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

7.8. Powers and Duties. The Board will have the powers and duties and will be subject to the limitations on these powers and duties, as enumerated in the Restrictions.

7.9. Nomination and Election of Directors.

(a) **Nomination.** Members may appoint a nomination committee for the purpose of soliciting Members to serve as a member of the Board and presenting to the Members before the annual meeting a list of all the interested Members. At least ten (10) days before the Association disseminates any ballots to Members for purposes of voting in an election of a Director, the Association will provide Members notice soliciting candidates interested in running for a position on the Board and containing instructions and deadlines for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot. Only Members may be nominated and elected or appointed to the Board.

(b) **Election.** Directors are elected at the annual meeting of Members. Members or their proxies may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes will be elected. Cumulative voting is prohibited.

7.10. Standard of Care. Except as otherwise provided in the Declaration, elsewhere in these Bylaws, or in the Act, the Board will act in all instances on behalf of the Association if in the good-faith judgment of the Board the action is reasonable. Each member of the Board is liable as a fiduciary of the Owners for the Board member's acts or omissions.

7.11. Manager. If the Board determines that it is in the Association's best interest to hire a Manager for the Subdivision to facilitate management of the Subdivision or the administration of the Association, the Board may delegate to a Manager responsibility for matters of a routine nature, renewable by agreement of the parties for successive one-year (1-year) periods only. The Manager will be subject to termination by either party with or without cause and without payment of a termination fee on no more than thirty (30) days' written notice. After a Manager has been appointed, no decision by the Association to manage its own affairs without a Manager will be effective unless and until approved by Members holding at least sixty-seven percent (67%) of

the votes at the meeting called to consider the matter with the written consent of at least fifty-one percent (51%) of the Mortgagees.

ARTICLE 8 OFFICERS

8.1. Enumeration of Officers. The Officers of the Association will be a President, a Secretary, and a Treasurer and may include one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers. The Board may, by resolution, create any other offices it deems necessary or desirable.

8.2. Term. The Officers of the Association will be elected annually by the Board and each will hold office for one (1) year, unless the Officer resigns, is removed, or is otherwise disqualified to serve, and until his or her successor is elected and qualified.

8.3. Resignation; Removal. Any Officer may resign at any time by giving written notice to the Board. A resignation will take effect on the date notice is received or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the Association's best interests would be served by the removal, except that the Board will have no authority to remove, and cannot remove, any Officer elected by Declarant.

8.4. Multiple Offices. Any two or more offices may be held by the same Person, except that the same Person may not hold the offices of President and Secretary.

8.5. Compensation. Officers will receive compensation for services rendered to the Association as determined by the Board and approved by a majority of the voting power of the Members.

8.6. Duties, Obligations, and Authority of the Officers.

(a) President. The President of the Association will perform the following duties:

- (1) Preside over all meetings of the Members and of the Board.
- (2) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has additionally authorized the signature of another Officer.
- (3) Call meetings of the Board whenever he deems it necessary in accordance with the Association Rules and on notice as required by the Declaration.
- (4) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge any other duties as may be required of him by the Board.
- (5) Prepare, execute, certify, and have recorded all amendments to the Declaration made by the Association.

(b) Vice President. The Vice President of the Association will perform the following duties:

- (1) Act in the place of the President in the event of the President's absence, inability, or refusal to act.
- (2) Exercise and discharge any other duties as may be required of the Vice President by the Board, and in connection with any additional duties, the Vice President will be responsible to the President.

(c) Secretary. The Secretary of the Association will perform the following duties:

- (1) Keep a record of all meetings and proceedings of the Board and of the Members.
- (2) Keep the seal of the Association and affix it on all papers requiring the seal.

- (3) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (4) Keep appropriate current records showing the Members together with their addresses.
- (5) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second signature by the Association, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.
- (6) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.
- (d) **Treasurer.** The Treasurer of the Association will perform the following duties:
 - (1) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
 - (2) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
 - (3) Disburse and withdraw funds as the Board may from time to time direct and in accordance with prescribed procedures.
 - (4) Prepare and distribute the financial statements for the Association required by the Declaration.

8.7. Qualification. Only Members will be qualified to serve as Officers of the Association, except for the office of Secretary, which need not be held by a Member.

8.8. Standard of Care. Except as otherwise provided in the Certificate of Formation, these Bylaws, or the Declaration, each Officer is liable as a fiduciary of the Owners for the Officer's acts or omissions.

ARTICLE 9

NO PERSONAL LIABILITY; INDEMNIFICATION

9.1. No Personal Liability. To the fullest extent permitted by applicable law, a Director or Officer will not be liable to the Association or its Members for monetary damages for any act or omission in the Director's or Officer's capacity as such, except that this Section does not eliminate or limit the liability of a Director or Officer to the extent the Director or Officer is found liable for any of the following:

- (a) A breach of the Director's or Officer's duty of loyalty to the Association or its Owners.
- (b) An act or omission not in good faith that constitutes a breach of duty of the Director or Officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law.
- (c) A transaction from which the Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's or Officer's office.
- (d) An act or omission for which the liability of a Director or Officer is expressly provided by an applicable statute.

Any repeal or amendment of this Section by the Members of the Association will be prospective only and will not adversely affect any limitation on the personal liability of a Director or Officer arising from an act or omission occurring before the time of the repeal or amendment. In addition to the circumstances in which a Director or Officer is not personally liable as set forth in the foregoing provisions of this Section, a Director or Officer will not be liable to the Association or its Members to the extent as permitted by any law enacted

after these Bylaws, including but not limited to any subsequent amendment to the Texas Business Organizations Code.

9.2. Indemnification. The Association will indemnify any Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as defined in Section 9.5) because the Person (a) is or was a Director or Officer of the Association or (b) while a Director or Officer of the Association, 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, trust, employee-benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director or Officer under the Texas Business Organizations Code, as it exists or may later be amended. {See Tex. Bus. Orgs. Code Ch. 8.} This right will be a contract right that will run to the benefit of any Director or Officer who is elected and accepts the position of Director or Officer of the Association or elects to continue to serve as a Director or Officer of the Association while this Section is in effect. Any repeal or amendment of this Section will be prospective only and will not limit the rights of any Director or Officer or the obligations of the Association with respect to any claim arising from or related to the services of a Director or Officer in any of the foregoing capacities before any repeal or amendment of this Section. This right will include the right to be paid or reimbursed by the Association for expenses incurred in defending any proceeding in advance of its final disposition to the maximum extent permitted under the Texas Business Organizations Code, as it exists or may later be amended. If a claim for indemnification or an advancement of costs of defense under these Bylaws is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant will also be entitled to be paid the expenses of prosecuting the claim. It will be a defense to any action that the indemnification or advancement of costs of defense is not permitted under the Texas Business Organizations Code, but the burden of proving this defense will be on the Association. Neither the failure of the Association (including the Board or any committee of the Board, special legal counsel, or Members) to have made its determination before the commencement of an action nor an actual determination by the Association (including the Board or any committee of the Board, special legal counsel, or Members) that the indemnification or advancement is not permissible will be a defense to the action or create a presumption that the indemnification or advancement is not permissible. If any Person having a right of indemnification under the foregoing provisions dies, the right will inure to the benefit of his or her heirs, executors, administrators, and personal representatives.

9.3. Rights Not Exclusive. The rights conferred in Section 9.2 are not exclusive of any other right that any Person may have or later acquire under any statute, these Bylaws, the Certificate of Formation, any resolution of Owners or Directors, by agreement, or otherwise.

9.4. Mandatory Indemnification. THE ASSOCIATION MAY ADDITIONALLY INDEMNIFY ANY PERSON COVERED BY THE GRANT OF MANDATORY INDEMNIFICATION TO SUCH FURTHER EXTENT AS IS PERMITTED BY LAW AND MAY INDEMNIFY ANY OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY THEN APPLICABLE LAW, THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON UNDER THIS ARTICLE WILL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF THE PERSON.

9.5. Definition of Proceeding. As used in these Bylaws, the term “proceeding” means any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, arbitrative, or investigative); any related appeal; and any inquiry or investigation that could lead to such an action, suit, or proceeding.

9.6. Other. Contracts or other commitments made by the Board, the Officers, or the Manager will be made by these Persons as agents for the Owners, and the Board, the Officers, and the Manager will have no personal responsibility on any contract or commitment (except as Owners), and the liability of any Owner on a contract or commitment will be limited to the proportionate share of the total liability that each Owner shares with respect to Assessments.

ARTICLE 10 MEETINGS OF DIRECTORS

10.1. Regular Meetings. Regular meetings of the Board will be held quarterly at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board, at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings will be posted at a prominent place within the Common Area and Facilities.

10.2. Special Meetings. Special meetings of the Board will be held when called by written notice signed by the President of the Association or by any two (2) Directors at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board. The notice will specify the time and place of the meeting and the nature of any special business to be considered. Written notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days before the date fixed for the meeting. The written notice must be delivered personally, sent by mail, or sent by fax to each Director at the Director's address as shown in the records of the Association. A copy of the notice will be posted in a prominent place or places in the Common Area and Facilities of the Subdivision at least three (3) days before the date of the meeting.

10.3. Quorum. A quorum for the transaction of business by the Board will be a majority of the number of Directors constituting the Board as fixed by these Bylaws.

10.4. Voting Requirement. The act of a majority of Directors present in person or by proxy at a meeting at which a quorum is present at the time of the act will be the act of the Board unless any provision of any of the Restrictions requires the vote of a greater number.

10.5. Action Without Meeting. Any action involving routine or administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the requisite number or voting power of the Directors and filed with the Secretary of the Association. A Director can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Director and the date on which the Director transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Director may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

10.6. Open Meetings. Regular and special meetings of the Board will be open to all Members of the Association; however, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

10.7. Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorneys, matters involving the invasion of privacy of individual Members, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any business to be considered in executive session will first be announced in open session. Any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in the executive session.

10.8. Meeting Minutes. The Board will keep a record of each regular or special meeting of the Board in the form of written minutes of the meeting. The Board will make meeting records, including approved minutes, available to the Members for inspection and copying on written request to the Manager at the address appearing on the most recently filed management certificate, or if there is not a Manager, to the Board.

10.9. Notice to Members. Except for actions taken by the Board without a meeting under Section 10.5, Members will be given notice of the date, time, place, and general subject of all regular or special meetings of the Board, including a general description of any matter to be brought up for deliberation in executive session. Except for any portion of a meeting conducted in executive session, if a meeting is held by telephone conference or other electronic communication, notice will include instructions for how Members will access any telephonic or electronic communication. The notice must be (1) mailed to each Member no earlier than sixty (60) days and no later than ten (10) days before the meeting, or (2) provided at least one hundred forty-four (144) hours before the start of a regular meeting of the Board and at least seventy-two (72) hours before the start of a special meeting of the Board by (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members (i) in a prominent place or places in the Common Area and Facilities of the Subdivision or, with the consent of the applicable Owner, on other conspicuously located privately owned property within the Subdivision, or (ii) on any Internet website that is available to Members and maintained by the Association or by a management company on behalf of the Association, and (b) sending the notice by electronic mail (e-mail) to each Member who has registered an e-mail address with the Association. Each Member must keep an updated e-mail address registered with the Association. If the Board recesses a regular or special meeting of the Board to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the notice requirements of this Section. If a regular or special meeting of the Board is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board will give notice of the continuation in at least one manner prescribed by this Section within two (2) hours after adjourning the meeting being continued. Any action taken without notice to the Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the applicable regular or special meeting, and documented in the minutes of the next regular or special meeting of the Board. Despite anything in these Bylaws to the contrary, the Board may not, unless done in an open meeting for which prior notice was given to the Members under this Section, consider or vote on (1) fines, (2) damage assessments, (3) initiation of foreclosure actions, (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, (5) increases in Assessments, (6) levying of special Assessments, (7) appeals from a denial of Architectural Committee approval, (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Board to present the Owner's position,

including any defense, on the issue, (9) lending or borrowing money, (10) the adoption or amendment of a dedicatory instrument, (11) the approval of an annual budget or the approval of an amendment of an annual budget, (12) the sale or purchase of real property, (13) the filling of a vacancy on the board, (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or (15) the election of an officer.

ARTICLE 11 BOOKS AND RECORDS

11.1. Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees will be kept at the Association's registered office or principal office in the State of Texas. A record containing the names and addresses of all Members entitled to vote will be kept at the Association's registered office or principal office in the State of Texas.

11.2. Inspection. Records kept under Section 6.04(c) of the Declaration will be available for inspection and copying by any Member or any Director for any proper purpose upon the terms and conditions and subject to the requirements of Texas Property Code section 209.005 (or any successor statute).

ARTICLE 12 GENERAL PROVISIONS

12.1. Amendment of Bylaws. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members by the affirmative vote in person or by proxy of Members representing two-thirds (2/3) of the Members; however, these Bylaws will not be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. Despite the preceding sentence, the percentage of affirmative votes necessary to amend a specific clause or provision will not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision. Further, the Members may not meet to adopt an amendment or other change to these Bylaws unless the Association or Board has given to each Owner a document showing the specific amendment or other change that would be made to the Bylaws no earlier than sixty (60) days and no later than ten (10) days before the date of the meeting. The information is considered to have been given to an Owner on the date the information is personally delivered to the Owner, as shown by a receipt signed by the Owner, or on the date shown by the postmark on the information after it is deposited in the U.S. mail with a proper address and postage paid. If any proposed amendment to these Bylaws would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

12.2. Notices.

(a) Any notice, demand, or other communication required to be given or to be served on any Person must be in writing. Unless otherwise required by law, the notice, demand, or other communication must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, (3) by a nationally recognized overnight delivery service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. Notices, demands, or other communications delivered by U.S. mail will be deemed given and received when deposited, properly addressed and with proper postage, with the U.S. Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.

(b) On the consent of any Person, notice from the Association may be given to the Person by electronic transmission. Any Person may specify the form of electronic transmission to be used to communicate notice.

The Person may revoke this consent by written notice to the Association. The consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices, and the Person responsible for delivering notice on behalf of the Association knows that delivery of these two (2) electronic transmissions were both unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action. Notice by electronic transmission is deemed given when the notice is (1) transmitted to a fax number provided by the Person for the purpose of receiving notice, (2) transmitted to an e-mail address provided by the Person for the purpose of receiving notice, (3) posted on an electronic network and a message is sent to the Person at the address provided by the Person for the purpose of alerting the Person of a posting, or (4) communicated to the Person by any other form of electronic transmission consented to by the Person.

12.3. Meetings by telephonic or electronic means. Directors and Members may participate in, and hold a meeting by means of, a telephone conference or other similar remote- or electronic-communication system by means of which all Persons participating in the meeting can hear each other. Participation in a meeting involving remote communication will constitute presence in person at the meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, if (1) the Association implements reasonable measures to verify that each Person considered present and permitted to vote at the meeting by means of remote communication is the appropriate Person entitled to participate and vote, (2) the Association implements reasonable measures to provide the Directors and Members at the meeting by means of remote communication a reasonable opportunity to participate in the meeting and to vote on matters submitted, including an opportunity to read or hear the proceedings of a meeting substantially concurrently with the proceedings, and (3) the Association maintains a record of any vote or other action taken at the meeting by means of remote communication.

12.4. Rules.

(a) The initial Association Rules, if, as, and when adopted, will be effective until amended or supplemented by the Board of Directors, and are in addition to any rules and regulations or other restrictions on use set forth in the Declaration.

(b) Subject to Section 12.1, the Board, under these Bylaws and the Declaration, reserves the power to establish, make, and enforce compliance with any additional Association Rules as may be necessary for the operation, use, and occupancy of the Subdivision with the right to amend them from time to time, provided they do not conflict with this Declaration. Copies of these Association Rules must be furnished to each Owner before the date when they become effective. If any proposed amendment to the Association Rules would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

12.5. Abatement and Enjoinment. The violation of any Association Rule promulgated by the Board, or the breach of any of these Bylaws, or the breach of any provision of the Declaration will give the Board the right, in addition to any other rights set forth in the Declaration or in these Bylaws, to do the following:

(a) To enter the Lot in which, or as to which, the violation or breach exists and to (1) summarily abate and remove, at the expense of the Owner of the defaulting Lot, any Person, structure, thing, or condition that may exist contrary to the intent and meaning of the provisions of the Declaration or these Bylaws, and the Board will not be deemed guilty in any manner of trespass, and (2) expel, remove, and put out such Person, structure, thing, or condition, using any force as may be necessary in so doing, without being liable to prosecution or any damages.

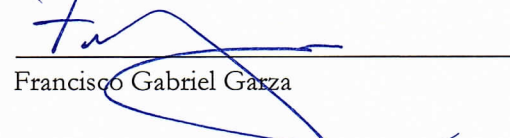
(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

12.6. Attestation. Adopted by the Board, December 8, 2023, and to be effective when recorded in the Official Public Records of Wilson County, Texas.

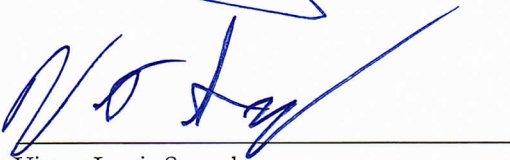
ATTEST:


Francisco Javier Garza

ATTEST:


Francisco Gabriel Garza

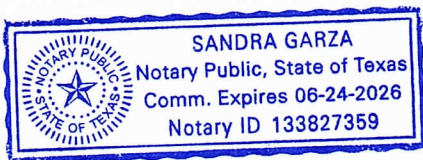
ATTEST:



Victor Louis Sengele

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, on this day personally appeared FRANCISCO JAVIER GARZA, Director of VILLAS LAS FLORES HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, for an on behalf of said nonprofit corporation.

Given under my hand and seal of office this 8th day of December 2023.

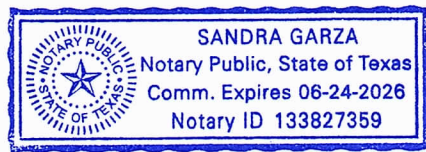


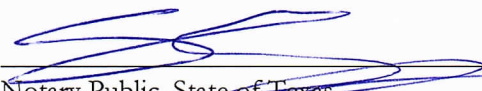

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, on this day personally appeared FRANCISCO GABRIEL GARZA, Director of VILLAS LAS FLORES HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, for an on behalf of said nonprofit corporation.

Given under my hand and seal of office this 8th day of December 2023.



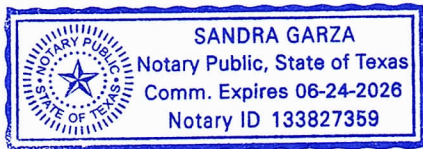



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, on this day personally appeared VICTOR LOUIS SENGELE, Director of VILLAS LAS FLORES HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, for an on behalf of said nonprofit corporation.

Given under my hand and seal of office this 8th day of December 2023.





Notary Public, State of Texas