

**BYLAWS
OF
HORAL COVE OWNERS ASSOCIATION, INC.**

**ARTICLE I.
NAME, PRINCIPAL OFFICE, PROPERTY, AND DEFINITIONS**

Section 1.1. Name. The name of the corporation is Horal Cove Owners Association, Inc. (the “**Association**”).

Section 1.2. Principal Office. The principal office of the corporation shall be located at 10010 San Pedro, Ste. 550, San Antonio, TX 78216 or such other place as may be designated by the Association from time to time.

Section 1.3. Definitions. Any term used, but not defined, in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Horal Cove recorded or to be recorded in the Official Public Records of Real Property of Bexar County, Texas (as amended, supplemented, renewed, or extended from time to time, is hereinafter sometimes referred to as the “**Declaration**”).

**ARTICLE II.
MEMBERSHIP**

Section 2.1. Membership. Each Owner shall be a Member of the Association.

Section 2.2. Allocation of Voting Rights. The Association shall have two (2) classes of voting membership – Class A and Class B. The voting rights of both classes shall be based on the number of Lots owned, and are determined as follows:

- a. Class A. Each Class A Member is entitled to one (1) vote per platted Lot owned. In no event shall more than one (1) vote be cast with respect to any single Lot owned by a Class A Member.
- b. Class B. Each Class B Member is entitled to ten (10) votes per platted Lot owned.

If a Lot is owned by an entity, its designated person serving as a Member will cast its vote. Fractional voting of the vote allocated to a Lot is not allowed.

Section 2.3. Conversion. Class B Membership shall convert to Class A Membership upon the Control Transfer Date. Upon the Control Transfer Date: (i) any remaining Class B Members shall become Class A Members; and (ii) the Owners shall manage the Association. **UPON THE CONTROL TRANSFER DATE AND ANYTIME THEREAFTER, THE ASSOCIATION SHALL INDEMNIFY AND HOLD THE DECLARANT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR DAMAGES OF EVERY KIND ARISING OUT OF THE DEVELOPMENT OF THE PROPERTY AND THE OPERATION OF THE ASSOCIATION.**

Prior to the Control Transfer Date: (i) the Declarant shall manage the Association; and (ii) the Association shall reimburse the Declarant for any expenses incurred in such management.

Section 2.4. Member Rights in Association. No Member shall have any direct interest in the funds and assets of the Association, but shall have only a membership interest therein which shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's interest in the Owner's Lot. Membership in the Association shall be mandatory.

ARTICLE III. MANAGEMENT

The Members shall manage the affairs of the Association. The Association exists to maintain, repair, replace, and improve the Common Elements, to enforce the Governing Documents, and for any other lawful purpose, and has all powers necessary to do so and granted to it by law. The Association may enter into contracts and amendments thereto and execute such other instruments in writing affecting the title to real estate or other property belonging to the Association or otherwise, so long as such documents are executed by a majority of the Members. When so executed, a document shall constitute the act and deed of said Association. The Members may establish Association bank account(s) for the Association, on such terms and conditions as may be agreed on with such bank(s). In the event enforcement of the Declaration against one Member becomes necessary in the opinion of a majority of the Members, the Association may proceed in such enforcement without the authority of the remaining Members, including in the foreclosure of the lien reserved hereunder.

ARTICLE IV. MEETINGS OF MEMBERS

Meetings of the Members shall be held when requested by the Members, as required by, and in the manner prescribed by, law. No meeting shall commence without the presence of a majority of the Members. Any action taken by the Association shall be authorized by a Member vote. Any vote which comes before the Members shall be decided by a majority vote of all Members. Any action that may be taken at a meeting of the Association may be taken without a meeting if written consent setting forth the action so taken is signed by all Members; any such consent shall have the same force and effect as a unanimous vote of the Members at a meeting.

ARTICLE V. RECORDS

Association shall maintain a corporate record book containing corporate documents, minutes of meetings, and corporate resolutions and consents, and such other documents as the Association shall from time to time direct.

ARTICLE VI. AMENDMENT

While Class B Membership exists, these Bylaws may be amended by a majority of the Members. After Class B Membership ceases, these Bylaws may be amended by the affirmative vote or written consent, or any combination thereof, of a majority of the Members.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED THIS 20th day of May, 2024.

MEMBER (current Owner of all Lots):

RAMSTIN HOMES, LLC,
a Texas limited liability company

By: 

Name: Ramiro Velazquez

Title: Manager