

2025 (THIRD AMENDED) BYLAWS OF
THE LANDING ON LAKE LIVINGSTON COMMUNITY ASSOCIATION, INC.

ARTICLE I – Definitions

1. **Association.** “The Association” shall mean and refer to “**THE LANDING ON LAKE LIVINGSTON COMMUNITY ASSOCIATION, INC.**” a non-profit corporation organized under the law of Texas, its successors and assigns.
2. **Subdivision.** “Subdivision” shall mean the “**THE LANDING ON LAKE LIVINGSTON,**” Trinity County, Texas, as shown on the respective Plats of the property recorded on May 6, 1976 in Plat Cabinet A, at Pages 181 through 233 of the Plat Records of Trinity County, Texas, which includes the following:
 - Section 1: Cabinet A, Slide 181
 - Correction to Original Section 1: Cabinet A, Slide 181 (August 8, 1976)
 - Replat Section 1: Cabinet A, Slide 182 (August 9, 1976)
 - Sections 2, 3 and 2A: Cabinet A, Slide 190
 - Repat Section 2A: Cabinet A, Slide 203 (August 13, 1979)
 - Section 2, lots 3-4: Cabinet A, Slide 207
 - Section 2, Lot 96: Cabinet A, Slide 260 (January 10, 1983)
 - Section 3: Cabinet A, Slide 222 (August 13, 1979)
 - Section 4: Cabinet A, Slide 206 (April 4, 1978)
 - Repat of Block 14, Lots 68-70: Cabinet A, Slide 227 (February 26, 1970)
 - Extension of Dogwood Lane: Cabinet A, Slide 326
 - “Commercial”: Cabinet A, Slide 329and includes all Lots, Common Areas, Reserves, Facilities and Capital Improvements located in it.
3. **Accessory Dwelling Unit.** An “Accessory Dwelling Unit” is a secondary Dwelling Unit with plumbing and HVAC which provides residential housing occupancy to a person or persons which is located on any Lot where another Dwelling Unit exists.

4. Annual Maintenance Charge. "Annual Maintenance Charge" or "Annual Maintenance Assessment" or "Annual Assessment" shall mean the annual periodic charge which is set by **majority vote** of the Board of Directors at a regular or special board meeting where a quorum is present and notice has been properly given, in an amount which is collected by the Association (also known as a maintenance fee) for each Lot in the Subdivision for the purpose of maintaining and improving the Subdivision. The Annual Maintenance Charge shall be posted on the Association website and may be stated on the Association Management Certificate.
5. Annual Meeting. The "Annual Meeting" of the Members shall be the general meeting, held once each year, at which Members of the Board of Directors shall be elected, reports are given to the Members, and properly noticed business requiring the attention or vote of the Members is presented or transacted. The matters of the Association which are presented, considered, decided, or upon which a vote occurs, shall be the subject of prior notice and subsequent written minutes. The annual meeting of the Members shall be held on **the third Saturday of the month of October in each year, with the business meeting of the Association being called to order at 1:00 PM.** If the day for the Annual Meeting of the Members shall fall upon a holiday, the meeting may be held at the same hour on the first Saturday following which is not a holiday, at the designation of the Board of Directors. Failure to hold the Annual Meeting at the designated time shall not work a dissolution of the Association. If the election of Directors shall not be held on the day designated for any Annual Meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the Members as soon thereafter as convenient.
6. Architectural Control Committee (ACC). "Architectural Control Committee" or "ACC" is the governing authority for the review and approval of plans for improvements and the appearance of Lots, in accordance with Section 209.00505, Texas Property Code. **See Article IX and Article XI.**
7. Board of Directors. "Board of Directors" or "Board" shall refer to the serving Board of Directors who were properly elected by the Owners or Members of the Association.
8. Board Meeting. "Board Meeting" means:
 - (a) a deliberation among a Quorum of the Board Members of the Association, or among a Quorum of the Board of Directors Members and another person(s), during which the Association's business is considered and the Board of Directors is authorized to deliberate and take formal action; and
 - (b) does not include the gathering of a Quorum of the Board of Directors at a social function unrelated to the business of the Association or attendance by a Quorum of the Board of Directors at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

9. Common Area. "Common Area" or "Common Area Facilities" shall mean that portion of the Subdivision property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to, all recreational facilities, boat ramp, parking area, community building, bulkheads, piers, and green areas.
10. Contracted Host. A "Contracted Host" is a person or entity, whether acting under any verbal, written, or internet/electronic-negotiated agreement, or common course of conduct, which seeks or attempts to screen, book, manage, authorize, or collect any type of fee, monetary payment, or exchange of units of value; or which implements, or seeks to implement disbursements involving, or on behalf of self and/or another; or which seeks or attempts to permit or grant permission to any person or entity to occupy any Dwelling Unit, Property, Lot, or Premises in the Subdivision as a Short Term Rental, Vacation Rental or Hotel as defined in these Restrictions, and in Section 156 of the Texas Tax Code, on behalf of any Member, Occupant, Owner, another Contracted Host or Hosts, or Resident.
11. County Clerk. "County Clerk" shall mean the County Clerk of Trinity County, Texas.
12. Declarations and/or Restrictions. "Declarations" and/or "Restrictions" shall mean the current Declarations and Restrictions related to the Subdivision which are filed of record with the County Clerk of Trinity County, Texas.
13. Dedictory Instrument(s). "Dedictory Instrument" or "Dedictory Instruments" shall mean each instrument governing the establishment, maintenance, and operation of the Association and includes a declaration or similar instrument subjecting real Property to Restrictive Covenants, Certificate of Formation, original (unrecorded) Bylaws, or similar instruments governing the administration or operation of the Association, according to properly adopted rules and regulations of the Association, and all lawful amendments to the Covenants, Bylaws, instruments, rules, or regulations, including but not limited to those identified above. Dedictory Instrument(s) further shall mean the Articles of Incorporation (now known as Certificate of Formation), current "Bylaws," "Declarations," "Restrictions," and other rules, regulations, and resolutions whether or not they are filed of record with the County Clerk of Trinity County, Texas, or not.
14. Deed Restriction Enforcement Committee (DREC). "Deed Restriction Enforcement Committee" or "DREC" is the governing authority for supervision of the appearance and maintenance of Lots and common areas within the Subdivision so as to maintain a pleasant and aesthetically pleasing appearance of individual lots and the Property as a whole. **See Article IX and Article XI.**
15. Directors. "Directors" or "Director" shall mean and refer to any duly elected or appointed Member of the Board of Directors.
16. Dwelling Unit. "Dwelling Unit" shall mean a residential property intended for the use, occupancy, or housing of a person or family, which shall be owned in fee simple, or which is occupied by any person.

17. Electronic Ballot. "Electronic Ballot" shall mean a ballot:
- (a) given by:
 - (1) e-mail; or
 - (2) newsletter; or
 - (3) posting on an Internet website;
 - (b) for which the identity of the Owner submitting the ballot can be confirmed; and
 - (c) of which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. (Section 209.00592, Texas Property Code).
 - (d) If an electronic ballot is posted on an official Internet website of the Association, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the Association website. (Source: Section 209.00592 (e), Texas Property Code).
18. Enforcement Policy. "Enforcement Policy" shall mean the written policy of the Association, if any, which defines the instances and conditions under which the Association enforces the Covenants, Conditions and Restrictions of the Association applicable to the Members, their Lots, property, obligations, rights, duties and actions - in accordance with the procedures, methods, and standards of the Bylaws and Dedicatory Instruments of the Association.
19. Hotel. A "Hotel" means a building or physical structure in which members of the public obtain sleeping accommodations for consideration, including a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast as the term is defined in Texas Tax Code Section 156.001(a), and further includes, as set out in Texas Tax Code Section 156.001(b), the rental of all or part of a residential property to any person who is not a permanent resident under Section 156.101.
- A Short Term Rental or Vacation Rental, which is sought to be created, effected, implemented, or maintained by a Contracted Host or Hosts, Member(s) Owner(s), Occupant(s), or Resident(s) of a Dwelling Unit, Property, Lot, or Premises in the Subdivision is an effort to create and/or operate a Hotel.
20. Long Term Rental or Tenant. A "Long Tern Rental" or "Long Term Tenant" shall mean an occupancy by a person, single family, and their approved domestic pets and service/support animals which seeks to occupy a Dwelling Unit, Property, Lot, or Premises as an Occupant or Resident under a written lease with an Owner or Member of the Association for a Term of one (1) year or more, the Tenant not seeking to occupy the property as a Transitory Temporary Occupant of a Dwelling Unit, Residence, or Lot

as a Short Term Rental, Vacation Rental, Hotel, or Accessory Dwelling Unit as defined in any Dedicatory Instrument.

21. **Lot.** "Lot" shall mean any residential Lot in the Subdivision as identified on the Plats filed of record with the County Clerk of Trinity County, Texas. The term "Lot" shall not include any area designated as roads and/or streets, Parking Lot 96A, boat ramp, Commons Area, and 5 acre commercial tract, as shown on said Plats or maps.
22. **Maintenance Fund.** "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
23. **Management Certificate.** "Management Certificate" shall mean the Management Certificate recorded by The Association in each county in which any portion of the Subdivision is located, signed and acknowledged by an Officer or the Managing Agent of the Association, that contains at least the information specified by Section 209.004, Texas Property Code.
24. **Member.** "Member" or "Members" or "Membership" shall mean and refer to all those Owners who own a Lot in the Subdivision as provided for in the Restrictions and/or in these Bylaws. Membership shall include contract sellers but not persons or entities holding an interest in property as security for the performance of an obligation such as a Deed of Trust. Membership shall be appurtenant to any Lot that is within the Subdivision as such ownership is the sole qualification for Membership in the Association.
25. **Multi-Family Residential Unit.** A "Multi-Family Residential Unit" is a type of housing in which separate housing units for occupants are contained in one building, with no common access between them, and with common examples being an apartment building or condominium.
26. **Occupant.** "Occupant" or "Occupancy" shall refer to any person, or any condition of possession, of any Lot, Dwelling Unit or property within the Subdivision, whether the possession is defined by written instrument, verbal or informal agreement, or inferred by possession and / or use without agreement.
27. **Owner.** "Owner" shall mean and refer to the Owner of record, whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, but excluding those who hold such interest merely as security for the performance of an obligation such as a Deed of Trust. However, the term "Owner" shall include any Mortgagees or Lien holders who acquire fee simple title to any Lot which is a part of the Subdivision, through a deed in lieu of foreclosure, or through a judgment following a judicial proceeding or non-judicial foreclosure process.
28. **Plats.** "Plat" or "Plats" shall mean the Plats of the Subdivision as set out in the definition of Subdivision in paragraph 2 of these definitions.

29. **Property or Premises.** "Property" or "Premises" shall mean and refer to that certain real property in the Subdivision as shown in the Plat Records of the Subdivision in Trinity County, Texas, and such additions as may hereafter be brought within the jurisdiction of the Association. Ownership of the Premises and Property is divided between Owners and Members, and the Association.
30. **Qualified Voting Member.** "Qualified Voting Member" shall mean the Owner of a Lot that is a Member of the Association as of a Record Date, who is the person designated by the Lot Owner(s) to be listed as the Member entitled to vote, and consequently the person entitled to vote as the Qualified Voting Member as listed on a Qualified Voting Members List, with the corresponding authority to cast the one (1) vote related to the ownership of Lots in the Subdivision in which they hold the interest required for Membership in the Association. In the event of a question among Lot Owner(s), non-designation, ambiguity, or a conflict in the identity of the person who will be a Qualified Voting Member related to the ownership of a Lot, each record title Owner shown on the recorded vesting deed or other current conveyancing instrument related to the Lot filed in the Official Public Records of Trinity County, Texas, shall present the Secretary of the Association with a written designation of the identity of the Member entitled to cast the vote associated with the Lot as the Qualified Voting Member. The designation shall be signed by each record title Owner of the Lot – and in the absence of such written, signed designation, no Owner of a Lot shall be considered a Qualified Voting Member of the Association who is entitled to cast the vote associated with the Lot. In the absence of an issue related to who will serve as Qualified Voting Member, any Owner or Member may be designated as a Qualified Voting Member. Additional Qualified Voting Members may be created by annexation of property, or by the platting of additional Lots in the Subdivision per the provisions of the Dedicatory Instruments of the Association.
31. **Qualified Voting Members List.** "Qualified Voting Members List" shall mean the list maintained by the Association which is used to specify the Owner entitled to vote in any Members meeting or election, containing the name of the Member/Owner who is entitled to vote, the corresponding Lot(s) owned, and the contact information for the voting Member/Owner per the records of the Association.
32. **Quorum.**
- (a) A Quorum for purposes of a Special or Annual Meeting of the Membership, or to amend these Bylaws, shall be **ten (10)** of the Qualified Voting Members of the Association on the Record Date present in person or by representation at the meeting.
 - (b) A Quorum of Qualified Voting Members, once achieved, shall entitle all Qualified Voting Members remaining present to conduct all properly authorized business, even though the number of Qualified Voting Members actually present and voting, may fall below the required **ten (10)** of the Qualified Voting Members of the Association to establish a Quorum.

33. Record Date. "Record Date" shall mean the business date preceding the day on which notice of the meeting is given, for the purpose of determining Qualified Voting Members entitled to notice, or to vote at any Annual/Special meeting of the Members, or any adjournment thereof, or an election.
34. Records Retention Policies, Procedures and Guidelines. "Records Retention Policies, Procedures and Guidelines" shall mean those policies, procedures and guidelines established by the Board, if any, which set forth the procedures that guide the activities of the Association in maintaining the records of the Association in a consistent and repeatable manner as required by law.
35. Regular Annual Assessments. "Regular Annual Assessments" shall mean the Annual Maintenance Charge amount that each Member of the Association and each Owner of Property within the Subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the Property, Members and Owners, as provided by the Dedicatory Instrument(s) and these Bylaws, and includes maintenance charges and maintenance fees.
36. Resale Certificate. "Resale Certificate" means a written statement issued, signed, and dated by an Officer or authorized agent of the Association that contains the information specified by Section 207.003-004, Texas Property Code.
37. Resident. "Resident" shall mean a person who lives or resides in a Dwelling Unit on a Lot in the Subdivision, whether such occupancy is as a full-time resident Owner, a Long Term Tenant, an Invitee, Occupant, or a family member of a Member or Owner.
38. Short Term Rentals, Vacation Rentals. A "Short Term Rental" or "Vacation Rental" means a verbal, written, or internet/electronic-negotiated agreement – either directly between persons and/or entities, or through a registered or non-registered occupancy listing or property sales service, information dissemination entity or person, or internet hosting platform – to let, rent, license, permit, or lease a Dwelling Unit, Property, Lot, or Premises of a Member(s), Occupant(s), Owner(s), or Resident(s) – the privately owned real property being located in the Subdivision – for a period of less than 30 days, or for any period of time which would require the remission of Hotel Occupancy Taxes, per Chapter 156 of the Texas Tax Code, to any Tax Collection entity of the State of Texas. A "short-term rental" shall also mean the rental of all or part of a residential property to a person who is not a permanent resident under Section 156.101 of the Texas Tax Code.

A Short Term Rental or Vacation Rental, which is sought to be created, effected, implemented, or maintained by a Contracted Host or Hosts, Member(s) Owner(s), Occupant(s), or Resident(s) of a Dwelling Unit, Property, Lot, or Premises in the Subdivision is an effort to create and/or operate a Hotel.

39. Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a Regular Annual Assessment or Annual Maintenance Charge, that each Member is required to pay to the Association as established by the Board of Directors at a Regular

or Special Board Meeting at which proper notice is given of the intent to establish a Special Assessment, provided that the Special Assessment is not disapproved by the **majority** vote of the Qualified Voting Members at a called Special or Annual Meeting of the Membership occurring within thirty (30) days of the date the Special Assessment was passed by the Board of Directors, the Special Assessment and charges being for the following purposes:

- (a) To defray, in whole or in part, the cost, whether incurred before or after the approval of the Special Assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas, including but not limited to the streets and roads in the Subdivision, the necessary fixtures and personal Property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment or Maintenance Funds; or
 - (b) Maintenance and improvement of Common Areas owned by the Association; and/or
 - (c) Such other purposes of the Association as needed, or as stated in the Association's Certificate of Formation or the Dedicatory Instrument(s) of the Association related to the Subdivision.
 - (d) If no disapproving vote of the Qualified Voting Members occurs within thirty (30) days of the date of the action by the Board of Directors, it will be a final act of the Association, and therefore shall be applicable to the Property.
40. **Transitory Temporary Occupant.** A "Transitory Temporary Occupant" is any person or group of persons and/or animals seeking to occupy any Dwelling Unit, Property, Lot, or Premises in the Subdivision as a Short Term Rental Occupant, Vacation Rental Occupant, or Hotel Licensee/Occupant.
41. **Voting by Absentee Ballot.** "Voting by Absentee Ballot" shall mean the method by which a Qualified Voting Member may cast a vote in an Association election, or upon any matter of business properly presented to the Membership, by registering their vote on a written and signed ballot form prepared by the Association which is made available to the Qualified Voting Members for their use, provided that it is properly delivered to the Association or a designated officer or other person, in accordance with the delivery instructions contained in the written absentee ballot.
42. **Voting by Written Proxy.** "Voting by Written Proxy" shall mean the method by which a Qualified Voting Member may designate a person to cast their vote in an Association election, or upon any matter of business properly presented to the Membership, by properly executing a written and signed proxy form prepared by the Association which is made available to the Qualified Voting Members for their use in designating a person to cast the Qualified Voting Member's vote in the place of the Member. The person holding the proxy of the Qualified Voting Member must comply with the provisions of these Bylaws in casting the Qualified Voting Member's vote.

ARTICLE II – Identity and Website

1. Name and Location. The name of the Association is **THE LANDING ON LAKE LIVINGSTON COMMUNITY ASSOCIATION, INC.**, and the office of the Association shall be located within Trinity County, Texas, with the physical address being 915 Landing Way, Trinity, Texas 75862, or at such other address the Board of Directors shall determine.
2. Mailing Address. The mailing address of the Association is **THE LANDING ON LAKE LIVINGSTON COMMUNITY ASSOCIATION, INC.**, 915 Landing Way, Trinity, Texas 75862, or at such other address the Board of Directors shall determine.
3. Online Subdivision Information Maintained on Website. The Association shall make Dedicatory Instrument(s) relating to the Association or Subdivision and filed with the County Clerk available on a publicly accessible website.

ARTICLE III – Association Purposes and Powers

1. Purpose of Association. The purposes for which the Association is organized are:
 - (a) To be a property owners association as defined by the Texas Property Code, and to discharge the duties and obligations of a property owners association in interpreting and enforcing the Restrictions applicable to the Subdivision, according to the Plats of the Subdivision recorded in the Map or Plat Records of the County Clerk; and to manage the entire income and principal of the endowment and assets of the Association which shall be held and distributed solely for such non-profit purposes, except for the modest amount needed for the expenses of administration of the Association in order to effectuate the said purposes; and the making of distributions to organizations having the same purpose qualifying them as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue law);
 - (b) To promote the safety, welfare and enjoyment of the Members and Owners of property within the Subdivision;
 - (c) To the extent authorized by the Restrictions and defined in the Bylaws, to compute, assess, collect and enforce the payment of all charges to which the property within the Subdivision is subjected or may be subjected under, or by virtue of, any Reservations, Restrictions and Covenants applicable to the Subdivision on file in the Official Records of the County Clerk;
 - (d) To operate, maintain, supervise and protect all areas and facilities owned by, or conveyed to, the Association from time to time for the common use of its Members, and to install or construct improvements upon such areas and facilities;

- (e) To the extent authorized by the Restrictions, to approve or disapprove plans, specifications and elevations for any building, structure or improvement, and for any structural alterations or additions, or other alterations or additions affecting exterior appearance, in or to any building, fence, structure or other improvement within the Subdivision, and to establish design and construction criteria and requirements in connection with all improvements;
- (f) To have the power, and to utilize third-party agents, employees, and/or contractors, to enter upon the Lot or property of any Member, for the purpose of repairing, maintaining, and restoring the Lot, property, and any appurtenant improvements of the Member in those circumstances and situations where the Member fails to maintain their property in accordance with the Restrictions and/or any standards and specifications promulgated by the Architectural Control Committee; provided however, that such action shall require the approval of a **majority vote** of the Directors, at a regular or special meeting of the Board of Directors held on proper notice, where a Quorum of the Directors has been established;
- (g) To exercise and perform any and all other rights, powers, duties and remedies granted to, or imposed upon, the Association by the Restrictions, by any easement granted to or by the Association, or by any other instrument granted to or for the benefit of or by the Association; and
- (h) To do, or cause to be done, all things and acts permitted by the laws of the State of Texas incident to, necessary, or proper to carry out the purposes for which non-profit corporations may be formed, and to have all the powers enumerated in the Texas Property Code for property owners associations and in the Texas Business Organizations Code for non-profit corporations, including but not limited to, or for any lawful purpose or purposes not expressly prohibited under chapters 2 or 22 of the Texas Business Organizations Code, including any purpose described by section 2.002 of the Code.

2. Texas Tax Code Statement. Pursuant to Texas Tax Code Section 171.082, and in extension of, and not limitation of it, the purposes set forth in the Certificate of Formation for the Corporation:

- (a) the Association is organized and operated primarily to obtain, manage, construct, and maintain the Property as a residential real estate development; and
- (b) the Owners of individual Lots, residences, or residential units that control at least a majority of the votes of the Association and that voting control, however acquired, is not held by:
 - (1) a single individual or family; or
 - (2) one or more developers, declarants, banks, investors, or other similar parties.

3. Limitations on Distributions and Activities.

- (a) No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its Members, Directors, Officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered or expenses incurred, and to make payments and distributions in the furtherance of the purposes set forth in the Restrictions, these Bylaws, or any Dedicatory Instrument(s).
- (b) No substantial part of the activities of the Association shall be the carrying out of propaganda or otherwise attempting to influence Legislation, and the Association shall not participate in, or intervene in (including by publishing or distribution of statements) any political campaign on behalf of any candidate for public office.
- (c) Notwithstanding any other provisions of these Bylaws, the Association shall not carry out any other activities not permitted to be carried out:
 - (1) by an organization exempt from Federal Income Tax under Section 501(c)(3);
 - (2) by an organization, contributions to which are deductible under Section 170 of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue law).

- 4. **Mortgage of Association Properties.** The Association shall have power to mortgage its properties with the assent of a **majority** of the votes of the Qualified Voting Members present in person or by representation at an Annual or Special meeting where a Quorum is present, proper notice of the purpose of the meeting having been given to all Members at least thirty (30) days in advance of the meeting.
- 5. **Lending or Borrowing Money.** The Association shall not lend money to any person or entity, for any purpose.

The Association shall have power to borrow money for purposes other than those listed in this Article, with the approval of a **majority** vote of the Board of Directors at a Directors Meeting where a Quorum is present, proper notice of the purpose of the meeting having been given to all Members at least thirty (30) days in advance of the meeting, unless said transaction be opposed by a majority vote of the Qualified Voting Members present in person or by representation at an Annual or Special Meeting where a Quorum is present, proper notice of the purpose of the meeting having been given to all Members within thirty (30) days after the authorization of the transaction by the Board of Directors. If no disapproving vote of the Qualified Voting Members occurs within thirty (30) days of the date of the action by the Board of Directors, it will be a final act of the Association, and therefore shall be applicable to the Property.

ARTICLE IV – Property Rights and Rights of Enjoyment of Common Property

1. Right to Use Common Area Facilities. Each Member shall be entitled to the use and enjoyment of the Common Area Facilities, subject to the Restrictions and any rules and regulations governing the use of the Common Area Facilities.
2. Delegation of Rights of Enjoyment. Any Member's right of enjoyment in the Common Area Facilities may be delegated to the members of their family who reside in the Subdivision and such guests as are allowed by any rules and regulations of the Association concerning such rights of enjoyment. Members are responsible for ensuring that their family members and guests comply with all rules and regulations of the Association. The rights and privileges of such persons are subject to suspension under these Bylaws.

ARTICLE V- Membership

1. **Membership Qualifications, Rights and Requirements.** Every person or entity who is an Owner of a Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation (Beneficiary in a Deed of Trust, for example) shall not be a Member. No person or entity who is an Owner of a Lot shall be entitled to resign as a Member of the Association. Membership is not dependent on payment of a Regular Assessment or Special Assessment. A property Owner is automatically a member of the Association, regardless of whether they are current or in arrears in the payment of Assessments. Association Membership is not voided by failure to pay Regular Assessments and Special Assessments, the filing of a lawsuit by a Member against the Association, or the assertion of an enforcement action against a Member. All the Association property Owners may attend Members or Board Meetings and may be elected a member of the Association Board of Directors, or selected as an Officer by the Board. However, subject to any Texas Law to the contrary, the rights of Membership are subject to the Declarations, Restrictions, these Bylaws, and any Dedicatory Instrument(s), and in compliance with them. Also, Qualified Voting Members are persons entitled to vote. Both Members and Owners may be greater in number than Qualified Voting Members and a Member or Owner may not necessarily be a Qualified Voting Member. **See Article VI, Section 1.**
2. Voting Rights of Members. Pursuant to the provisions of Section 209.0059, Texas Property Code, only a Qualified Voting Member is entitled to vote in an Association election of Board Members, on the operation of the Association, or on any matter concerning the rights or responsibilities of the Members, the Board, or the Officers. Therefore, not all Members or Owners of the Lots in the Subdivision shall be authorized to vote as Qualified Voting Members.
3. Membership Rights Dependent on being in Good Standing. Subject to any Texas law to the contrary, the rights of Membership are subject to the Declarations, Restrictions, and any Dedicatory Instrument(s), these Bylaws, and in compliance with them.

4. Suspension of Membership Rights. Except as otherwise provided by Texas law, the Membership rights of any Member may be suspended by action of the Board of Directors during the period when a violation of the Declarations, Restrictions, and any Dedicatory Instrument(s) has occurred as determined by the Board; but, upon compliance with the Declarations, Restrictions, and any Dedicatory Instruments, such Member's rights and privileges shall be automatically restored. This suspension **does not** affect the right of a Qualified Voting Member to vote in an Association election of Board Members, on the operation of the Association, or on any matter concerning the rights or responsibilities of the Members.
5. Membership Cards & Keys. The Association may issue such certificates, or cards, or other instruments evidencing membership rights, as shall be agreed upon by a **majority vote** of the Board of Directors. The Board may establish rules and regulations relating to the use of the Association's facilities and issue keys or other types of requirements for the use of them.

ARTICLE VI – Membership Voting

1. Number of Votes. Every Qualified Voting Member shall have the right to cast one (1) vote, regardless of the number of Lots owned. If, for example, only one (1) Lot is owned the Qualified Voting Member may cast one (1) vote. If three (3) Lots are owned, the Qualified Voting Member may cast one (1) vote. Proxy votes may be cast by a Qualified Voting Member pursuant to the provisions concerning proxies set out in these Bylaws.
2. Eligibility to Vote. Subject to the provisions of Section 209.0059, Texas Property Code and other provisions in these Bylaws, a Qualified Voting Member may vote in any election. Executors, administrators, trustees or other personal representatives acting in a similar capacity must indicate such capacity both upon their designation as a Qualified Voting Member for placement on a Qualified Voting Members List, and when casting their ballot, proxy, or electronic vote, and must include proof of such authority. If the signature is for a corporation, partnership or similar entity, and a proxy is used, the proxy form shall have the full and correct name of the entity and shall be signed by the authorized officer, partner or authorized agent. If a Qualified Voting Member is deceased or is no longer the Owner of a Lot, proof of new ownership must be sent to or confirmed with the Association before any meeting Record Date. If there has been a death of a prior Owner, another Owner can serve as a Qualified Voting Member, however, the heirs or devisees of an Owner, when all Owners are deceased, will not be allowed to vote as a Qualified Voting Member unless they have provided the Association with a copy of a probated Will or other valid proof of heirship or ownership. If a person has acquired a Lot by deed, after full performance under a contract for deed or other contingent conveyance, the new Owner will not be allowed to vote unless a copy of the recorded deed obtained by compliance with the contract for deed is provided to the Association, and an account is set up in the new Owner's name. All proof of ownership and authority as a Qualified Voting Member must be received by the Association Secretary **prior to seven (7) days** before any Record Date.

3. Qualified Voting Members List for Meeting or Election.

- (a) The Association shall maintain a list containing: (1) the name of each Qualified Voting Member entitled to vote, (2) the identification of the Lot(s) owned, and (3) the contact information for the Owner per the records of the Association. The list shall be furnished to any Owner or Member upon written request.
- (b) After fixing a Record Date for the notice of a Members meeting or an election, the Board shall have an alphabetical list of the names of all of the Association's Qualified Voting Members as well as all Members who are entitled to notice of the meeting. The list must contain the information in subsection (a), effective as of the Record Date.
- (c) Not later than two (2) business days after the date notice is given of a meeting for which a Qualified Voting Members List was prepared, as provided by (b) of this Section, and continuing through the meeting, the list of Qualified Voting Members entitled to vote at the meeting must be available for inspection by any Qualified Voting Member, Member, or Owner for the purpose of communication with other Members or Owners concerning the meeting being called and noticed. Qualified Voting Members, Members, Owners, or their agent or attorney are entitled, on written demand, to inspect and, subject to the limitations of these Bylaws, to copy the list at a reasonable time and at the Member's expense during the period it is available for inspection.
- (d) The Association shall also make the Qualified Voting Members List available at the meeting, and any Qualified Voting Member, Member, Owner, or their agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

4. Methods of Voting.

- (a) Except as provided by Section 209.0058, Texas Property Code, a vote cast by a Qualified Voting Member of the Association must be **in writing** and **signed** by the Qualified Voting Member if the vote is cast:
 - (1) outside of a meeting; or
 - (2) in an election to fill a position on the Board; or
 - (3) on a proposed adoption or amendment of a Dedicatory Instrument(s) where the Members are granted the right under any Dedicatory Instrument to do so; or
 - (4) on a proposed increase in the amount of a Regular Assessment in those instances where the Members vote on an Assessment increase passed by the Board in an amount that is double the then-existing Annual Maintenance Charge amount; or on the proposed adoption of a Special

Assessment, or a change to a Special Assessment; or

- (5) on any matter in which the Members are requested to disapprove any action of the Board of Directors where the Members are granted the right under any Dedicatory Instrument to do so; or
 - (6) on the proposed removal of a member of the Board of Directors; or
 - (7) on a proposed adoption or amendment of a Dedicatory Instrument, a Fiscal Matter, an Organizational Transaction, or on other matters where the Members are granted the right to approve or disapprove of Board actions, or possess the right to vote.
- (b) If the Association elects to use a ballot for a vote on a matter other than a matter described by Subsection (a), the ballot must be:
- (1) **in writing** and **signed** by the Qualified Voting Member; or
 - (2) cast by secret ballot in accordance with Subsection (d).
- (c) Electronic votes cast by Qualified Voting Members in compliance with Section 209.00592 of the Texas Property Code constitute written and signed ballots.
- (d) The Association may adopt rules to allow voting by secret ballot by Qualified Voting Members of the Association. The Association must take measures to reasonably ensure that:
- (1) a Qualified Voting Member cannot cast more votes than the single vote the Qualified Voting Member is eligible to cast, regardless of the number of Lots owned, in an election or vote; and
 - (2) the Association counts only the single vote that the Qualified Voting Member is eligible to cast.
- (e) In any election for the Board, each candidate may name one person to observe the counting of the ballots, provided this does not entitle any observer to see the name of any person who cast any ballot, and any disruptive observer shall be subject to removal. (Source: Section 209.0058, Texas Property Code)

5. Ballots.

- (a) All votes cast by any Qualified Voting Member for any election of Board Members, or for any specific matter presented to the Membership for a vote, must be cast on ballots prepared by the Association, and shall be **in writing** and **signed** by the Qualified Voting Member, with a specification of the property (Lot) owned by the Qualified Voting Member.
- (b) In an Association-wide election, written and signed ballots are not required

for uncontested races. The Board may elect to cancel the election in such cases, and declare the uncontested candidate(s) to be elected.

- (c) Write-in candidates for the election of Board of Directors positions are not permitted.
6. Property Owner Specific Ballot. Subject to the provisions of Section 209.00592 of the Texas Property Code:
- (a) A Qualified Voting Member ballot will be distributed to all Qualified Voting Members and Property Owners. All ballots of Qualified Voting Members which are returned before the deadline date for return of the ballot shall be counted for the purpose of establishing a meeting attendance Quorum.
 - (b) The Qualified Voting Member ballot for a Board of Directors election shall list each candidate with the choice of voting yes or no for a specific candidate.
 - (c) The Qualified Voting Member ballot for all matters of business shall include a description of the issue under consideration with the choice of voting "yes" for approving the issue or "no" for disapproving the issue.
7. Proxies. If a Qualified Voting Member elects to vote by proxy, the proxy must be executed in writing by the Qualified Voting Member as their attorney-in-fact, setting forth such Qualified Voting Member's designation of their attorney or proxy to act on their behalf at any meeting designated in the proxy. Each such proxy shall be in the form prepared by the Association and must be filed with the Secretary prior to or at the commencement of the meeting at which the proxy is to be used. Unless otherwise provided by the proxy, a proxy is revocable and expires eleven (11) months after the date of its execution. An irrevocable proxy shall not be irrevocable for longer than eleven (11) months. (Sections 22.215 and 22.216, Texas Organizations Code).
8. Notice of Election or Association Vote. Not later than the 10th day nor earlier than the 60th day before the date of an election or vote, the Association shall give written notice of the election or vote to each Qualified Voting Member, and each Member of the Association/Owner of property in the Subdivision, for purposes of an Association-wide election or vote.
9. Procedures Related to Voting.
- (a) Voting. Subject to the provisions of Section 209.00592, Texas Property Code, the voting rights of a Qualified Voting Member may be cast or given:
 - (1) **in person** or by **proxy** at a meeting of the Association;
 - (2) by **absentee ballot** in accordance with these Bylaws;
 - (3) by **electronic ballot** in accordance with these Bylaws; or

- (4) by any method of representative or delegated voting provided by a Dedicatory Instrument. (Source: Section 209.00592 (a), Texas Property Code).
- (b) Absentee or Electronic Ballot. An absentee or electronic ballot:
 - (1) may be counted as a Qualified Voting Member present and voting for the purpose of establishing a Quorum for only those for items appearing on the ballot; and
 - (2) may not be counted, even if properly delivered, if the Qualified Voting Member attends any meeting and votes in person, so that any vote cast at a meeting by an Qualified Voting Member supersedes any vote submitted by absentee or electronic ballot that has been previously submitted for proposals or candidates; and
 - (3) may not be counted as the final vote on a proposal if the motion related to the proposal is amended at the meeting to be different from the exact language on the absentee or electronic ballot. (Source: Section 209.00592 (b), Texas Property Code).
- (c) Solicitation for Votes by Absentee Ballot. A solicitation for votes by absentee ballot must include:
 - (1) a written absentee ballot to be signed by the Qualified Voting Member that contains each proposed action and provides an opportunity to vote for or against each proposed action; and
 - (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." (Source: Section 209.00592 (c), Texas Property Code).
- (d) Tabulation of and Access to Ballots.
 - (1) A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or

otherwise be given access to the ballots cast in that election or vote except as provided by this section.

- (2) A person other than a person described by Subsection (1) may tabulate votes in an Association election or vote but may not disclose to any other person how an individual voted.
- (3) Notwithstanding any other provision of this article or any other law, only a person who tabulates votes under Subsection (2), specifically excluding a person described by Subsection (1), may be given access to the ballots cast in the election or vote, and only as part of a recount process authorized by these Bylaws or by law (Section 209.00594, Texas Property Code).

10. Recount of Votes.

- (a) Any Qualified Voting Member may, not later than the **15th day** after the date of the meeting at which an election was held, require a recount of the votes. A demand for a recount must be submitted in writing either:
 - (1) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation to the Association's mailing address as reflected on the latest Management Certificate filed under Section 209.004, Texas Property Code; or
 - (2) in person to the Association's Managing Agent as reflected on the latest Management Certificate filed under Section 209.004, Texas Property Code, or to the address from which absentee and proxy ballots are mailed.
- (b) The Association shall, at the expense of the Qualified Voting Member requesting the recount, retain for the purpose of performing the recount, the services of an Independent Vote Tabulator qualified to tabulate votes under this Subsection. The Association shall enter into a contract for the services of a person who:
 - (1) is not a member of the Association or related to a Candidate or Member, or Member of the Association Board, within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code; and
 - (2) is:
 - (A) a current or former:
 - (i) county judge; or
 - (ii) county elections administrator; or

- (iii) justice of the peace; or
- (iv) county voter registrar; or
- (B) a person agreed on by the Association and the person(s) requesting the recount.
- (c) Any recount under this Bylaw must be performed on or before the **30th day** after the date of receipt of a request and payment for a recount. If the recount changes the results of the election or vote, the Association shall reimburse the requesting Qualified Voting Member for the cost of the recount. The Association shall provide the results of the recount to each Qualified Voting Member, and to each Owner of property or Member of the Association requesting the results. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount. (Source: Section 209.0057, Texas Property Code).

ARTICLE VII – Membership Meetings

1. Annual Meetings. The Annual meeting of the Members shall be held at least once per calendar year. The annual meeting of the Members shall be held on the third Saturday of the month of October in each year, commencing at 1:00 o'clock P.M. If the day for the Annual Meeting of the Members shall fall upon a holiday, the meeting may be held at the designation of the Board of Directors. Failure to hold the Annual Meeting at the designated time shall not work a dissolution of the Association.
2. Failure to Hold Annual Meeting. The following Bylaw is intended to comply with Section 209.014, Texas Property Code.
 - (a) In the event the Board of Directors does not call an Annual Meeting of the Association Members, an Owner may demand that a meeting of the Association Members be called not later than the 30th day after the date of the Owner's demand.
 - (b) The Owner's demand must be made in writing and sent by certified mail, return receipt requested, to the Secretary of the Association and to the Association at the address for the Association according to the most recently filed Management Certificate. A copy of the notice must then be disseminated by the Board to each Owner who is a Member of the Association.
 - (c) If the Board does not call a meeting of the Members of the Association on or before the 30th day after the receipt of a demand under Subsection (b), three or more Owners may form an election committee. The election committee shall file written notice of the committee's formation with the county clerk of each county in which the Subdivision is located.
 - (d) A notice filed by an election committee must contain:

- (1) A statement that an election committee has been formed to call a meeting of Owners who are Members of the Association for the sole purpose of electing Board Members;
 - (2) the name and residential address of each committee member; and
 - (3) the name of the Subdivision over which the Association has jurisdiction under a Dedicatory Instrument(s).
- (e) Each election committee member must sign and acknowledge the notice before a notary or other official authorized to take acknowledgments.
 - (f) The County Clerk shall enter on the notice the date the notice is filed and record the notice in the County's Official Public Records.
 - (g) Only one election committee in a Subdivision may operate under this section at one time. If more than one committee in the Subdivision files a notice, the first committee that files a notice, after having complied with all other requirements of this section, is the election committee with the power to act under this section. A committee that does not hold or conduct a successful election within four months after the date the notice is filed with the county clerk is dissolved by operation of law. An election held or conducted by a dissolved committee is ineffective for any purpose under this section.
 - (h) The election committee may call meetings of the Owners who are Members of the Association for the sole purpose of electing Board Members under this section. Notice, Quorum, and voting provisions contained in these Bylaws shall apply to any meeting called by an election committee. (Section 209.014, Texas Property Code).
3. Officers Not Elected by Members. The Officers of the Association **shall not** be elected by the Qualified Voting Members at an Annual or Special Meeting since Officers are selected /elected by the Board of Directors and not Qualified Voting Members or Members.
 4. Special Meetings. Special Meetings of the Members for any purpose may be called at any time by the President, or by any two (2) or more Members of the Board of Directors, or upon written request of **ten (10)** Qualified Voting Members.
 5. Notice of Meetings. Written notice of any meeting shall be given to the Members by the Secretary. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to their address appearing on the books of the Association. Notice may also be alternatively given as otherwise authorized by the Texas Property Code or pursuant to electronic methods which comply with Section 209.0042 of the Texas Property Code. Notice of any meeting, regular or special, shall be disseminated not less than ten (10) nor more than sixty (60) days in advance of the meeting and shall set forth in general the nature of the business

to be transacted. However, if the business of any meeting shall involve any action governed by the Articles of Incorporation, Dedicatory Instrument(s), or by the Restrictions, and they make provisions for giving Members notice that are different than those in these Bylaws, then notice of such meeting shall be given or sent as therein provided in the Articles of Incorporation, Dedicatory Instrument(s), or Restrictions.

6. Notice by Email. Any Member may request or designate that notices be transmitted electronically by providing the Association's Secretary a valid email address. Upon providing their email address the Association may transmit any and all notices to the Member at the email address they have provided. Members are required to provide the Association with a primary method for receipt of written communication, either a monitored email address or physical address for USPS or express delivery. To help reduce the operational cost of postage and mail-out required by these Bylaws and Texas law, **email is preferred**. It will be the Owner's responsibility to notify the Association with any and all updates related to contact by the Association.
7. Waiver of Notice. Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of any relevant meeting. Attendance or voting at a meeting of the Association shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
8. Location of Meetings. Meetings of Members shall be held at the office of the Association, or at such other places within the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice of the meeting.
9. Quorum at a Members Meeting. A Quorum for purposes of a Special or Annual meeting of the Membership shall be **ten (10)** Qualified Voting Members of the Association on the Record Date.
10. Action Required to Pass a Motion or Authorize Action. At a meeting at which a Quorum is present in person or by representation, the vote of the **majority** of the Qualified Voting Members at the meeting and voting by the methods set out in these Bylaws shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Articles of Incorporation, Dedicatory Instrument(s) or these Bylaws. The Qualified Voting Members present or represented at a meeting at which a Quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Qualified Voting Members to leave less than a Quorum remaining.
11. Controlling Procedural Principles. Generally accepted Rules of Order will guide all meetings of the Members.

ARTICLE VIII – Board of Directors

1. Management of Association. The business and affairs of the Association shall be managed by a **majority** vote of its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are allowed by statute, any Dedicatory Instrument(s), Restrictions, or these Bylaws.
2. Powers of the Board of Directors. By way of illustration, but not in limitation, the Board of Directors shall have the power to:
 - (a) Adopt and publish rules and regulations governing use of the Common Areas and facilities, including but not limited to solar panels, roofing, siding, other architectural matters, and the personal conduct of the Members and their guests, and to establish penalties for infractions;
 - (b) Suspend a Member's right to use the Common Areas and recreational facilities during any period in which the Member shall become and remain in default in the payment of any charges levied by the Association. Such rights of use may be alternatively suspended for and during any period of continuing infraction of published rules and regulations after giving the Owner fifteen (15) days notice by certified mail announcing an opportunity for a hearing;
 - (c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association which are not reserved to the Members by other provisions of these Bylaws or the Articles of Incorporation, Dedicatory Instrument(s), or the Restrictions;
 - (d) Declare the office of a member of the Board of Directors to be vacant in the event such Board Member shall be absent from four (4) consecutive Regular meetings of the Board of Directors, or a total of six (6) meetings in a twelve (12) month period;
 - (e) Employ a manager, secretary, attorneys, independent contractors, and/or such other employees as they deem necessary, and to prescribe and oversee their duties and the terms and/or conditions under which their services are rendered;
 - (f) Cause to be kept a complete record (minutes) of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting;
 - (g) Issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made for the issuance of these certificates which shall be conclusive evidence of any assessment stated to have been paid or not paid;
 - (h) Procure and maintain adequate liability and hazard insurance on property owned by the Association (but not that of Owners, Occupants, or Residents), and also related to the actions of the Board of Directors and their agents;

- (i) Cause all Officers, employees or agents, having the fiscal responsibility to be bonded, as it may deem appropriate;
 - (j) Cause the Common Areas of the Subdivision to be maintained;
 - (k) Cause all Lots and relevant personal property mentioned in these Bylaws or the Restrictions to be in compliance with both;
 - (l) Review and implement Association Facilities Policies, Procedures and Guidelines, Association Collection Policy and Guidelines, and other Association Policies, Procedures or Guidelines, if any, as may be needed.
3. Terms of Directors. Directors shall be elected for terms of **three (3)** years.
4. Number of Directors. The number of Directors shall be between **three (3) and twelve (12)**, and may be enlarged or decreased by the Qualified Voting Members of the Association by amendment to this Bylaw, provided that, in no event, shall the number of Directors be reduced to less than **three (3)**.
5. Election of Directors. At each Annual Meeting of the Members of the Association, the Qualified Voting Members shall elect two (2) or three (3) (as the case may be) of the total number of Directors or such number as may be required to fill any vacancies – who shall serve for three (3) years until their successors are elected at the Annual Meeting two years hence. A person may not serve on the Board of the Association if the person is married to, or cohabits at the same primary residence with, another Board Member of the Association. Names of Board of Directors and their respective terms shall be published annually after Annual election results are announced at the Annual Meeting. Contact details for each Board Member will be posted to the Association website.
6. Nominating Committee. Ninety (90) days before the Annual Meeting each year, the Board of Directors may, but it is not required to, appoint a Nominating Committee of three (3) Members of the Association, one of whom can be a Director provided that the Director is not up for re-election. A person appointed to the Nominating Committee cannot become a candidate for the Board of Directors at the election for which the Nominating Committee was formed. A nominating Committee will coordinate its activities with the Secretary of the Association, shall have the responsibility for soliciting persons to become candidates for each of the vacancies on the Board of Directors, and may have other related duties as the Board of Directors may direct. If a Nominating Committee is appointed by the Board, the Nominating Committee shall present the list of candidates to the Board and/or the Secretary, in accordance with election scheduling deadlines.
7. Nomination of Board Members by Property Owners. Any property Owner or Member may nominate themselves or another Member or Owner of the Association to become a candidate for the Board of Directors.

8. Call for Election. Any property Owner or Member may run as a candidate for the Board of Directors of the Association.

- (a) If the Secretary is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a prospective Board Member was convicted of a felony or crime involving moral turpitude not more than 20 years before the called election, the candidate shall be immediately removed from the ballot and is ineligible to serve on the Board of the Association.
- (b) The Secretary shall announce the number of existing Board Members terms which will expire at the next Annual Meeting.
- (c) If more candidates are registered for election at an Annual meeting than are Board positions to be filled, the Secretary will request that the Board approve the candidates and certify the candidates for election.
- (d) If the number of candidates is equal to, or fewer than the number of Board positions to be elected, the Secretary will request the Board to declare the election to be uncontested, the candidates elected, and the Board Member election will be canceled. If the election is held, property Owner specific ballots shall be disseminated to all Qualified Voting Members.

9. Removal of Director.

- (a) Any director may be removed by majority vote of the Directors at a meeting where a quorum is present and the prospective removal was properly placed on the agenda and where proper notice is given.
- (b) Any Director may also be removed by majority vote of the Qualified Voting Members present in person or by representation, at an Annual or Special Meeting of the Members at which notice of the proposed removal is properly given to the Members, and at which a quorum of the Qualified Voting Members is present. Voting shall occur according to the methods in these Bylaws.
- (c) If the Board of Directors is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member 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 Board Member is immediately ineligible to further serve on the Board of the Association, and shall be automatically considered to be removed from the Board, and prohibited from future service on the Board. (Section 209.00591, Texas Property Code).

10. Vacancies on Board of Directors.

- (a) Any Board Member whose term has expired must again stand for election at a properly conducted election at an Annual Meeting by Qualified Voting Members who are Members of the Association.
- (b) If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification, or removal from office:
 - (1) a majority of the Directors then remaining in office, though less than a Quorum, may choose a successor or successors; or
 - (2) the Board may call a Special Meeting of the Members to elect a successor or successors at a Special Meeting called for that purpose; and
 - (3) each successor Director so chosen or elected by **majority vote** of the Qualified Voting Members shall serve the unexpired term of the predecessor Board Member.
- (c) Any Directorship to be filled by reason of any increase in the number of Directors shall be filled by election at an Annual Meeting of Members or at a Special Meeting called for that purpose.

11. No Compensation for Directors. The Directors shall serve without compensation. Any Director may be reimbursed for out of pocket expenses for expenditures approved by the Board of Directors. Approval of payment of such out of pocket expenses shall be approved by all of the Directors.

12. Non-Exclusive Services. No Director of the Association shall be required to devote their time or render services exclusively to the Association. Each Director shall be free to engage in any and all other business and activities that may be either similar or dissimilar to the business of the Association. Likewise, each and every Officer shall be free to act for and serve any other Association or Associations, entity or entities, in any capacity, whether or not the purposes, business, and activities thereof are similar or dissimilar to those of the Association, without *per se* breach of any duty to the Association or its Members.

13. Contracts or Transactions with Directors. No contract or other transaction of this Association shall ever be affected by the fact that any Director of this Association is interested in, or connected with any party to such contract or transaction, provided that the interest or connection is disclosed to the Board of Directors in writing, and the contract or transaction is approved by a **majority vote** of the Directors not so interested or connected.

ARTICLE IX – Meetings of Directors, Architectural Control Committee (ACC) and Deed Restriction Enforcement Committee (DREC)

1. Place of Meeting. The **Board** of Directors of the Association, the **ACC**, and the **DREC** shall hold their meetings, both regular and special, within the State of Texas.
2. Annual Meeting of Directors. The first meeting of each newly constituted **Board** of Directors shall be held without further notice following the Annual Meeting of Members of the Association, and at the same place, unless by unanimous consent of the Directors then elected and serving, such time or place shall be changed. No action at an Annual Meeting of the Directors other than the selection of Officers, shall take place unless notice of the additional action is given as required by Section 209.0051, Texas Property Code.
3. Regular Meetings of Directors. Regular **Board** of Directors Meetings shall be held each month upon proper notice which includes a specification of business to be transacted, and a general description of any matter to be brought up for deliberation in executive session, given pursuant to Section 209.0051 and 209.0042 of the Texas Property Code. The Regular Meetings may be held at a regularly scheduled time. Holding a meeting at a regularly scheduled time shall not relieve the Association of the requirement of holding open meetings of the Directors under Section 209.0042 of the Texas Property Code. Meetings may also be held at such time and place as shall from time to time be determined by the Board of Directors, in compliance with Section 209.0042, Texas Property Code.
4. Special Meetings of Directors. Special meetings of the **Board** of Directors may be called by the President on 1 hour notice to each Director, either personally, by mail, or by electronic message (i.e. email); Special Meetings shall be also called by the President or Secretary in like manner and on like notices upon the written request of two (2) Directors. The notice of a Special Meeting shall specify the business to be transacted at the Special Meeting or the purpose of the Special Meeting, and in the absence of proper notice, a waiver of notice, and a proper Quorum, any business conducted at the Special Meeting shall not be final unless ratified at a meeting of the Directors at which proper notice is given and a Quorum is present.
5. Quorum for Board, ACC and DREC Meetings. At all meetings of the **Board** of Directors, the **ACC** and the **DREC**, the presence of a **majority** of the Directors or Committee Members shall be necessary and sufficient to constitute a Quorum for the transaction of business. If a Quorum shall not be present at any meeting of the Board of Directors or a Committee, the Directors present or the Committee Members present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a Quorum shall be present.
6. Manner of Acting for Board, ACC and DREC. The act of a majority of **Directors, ACC** or **DREC** Members present at a meeting at which a Quorum is present shall be the act of the Board of Directors or Committee, unless the act of a greater number or percentage is required by law, Dedicatory Instrument(s), or by these Bylaws.

7. Action Without Directors Meeting. Any action required by law to be taken at a meeting of the **Directors**, or any action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing setting forth with specificity the action to be taken, shall be signed by all the Directors.
8. No Requirements that ACC or DREC Meet in Person. The actions of the **ACC** or **DREC** may occur in person, by phone, or by zoom.
9. Open Board Meetings.
 - (a) "Board Meeting" shall mean a Regular or Special Meeting of the **Board** of Directors of the Association.
 - (b) Regular and Special Meetings of the **Board** of Directors must be open to Members and Owners, subject to the right of the Board of Directors to adjourn a meeting and reconvene in closed executive session to consider actions involving:
 - (1) personnel,
 - (2) pending or threatened litigation,
 - (3) contract negotiations,
 - (4) enforcement actions,
 - (5) collection of dues or assessments,
 - (6) confidential communications with the Association's attorney,
 - (7) matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors.
 - (8) Following an executive 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 executive session.
 - (c) Association Members are not entitled to verbally participate in **Board** Meetings or question Directors during them – in the absence of an invitation from the President for a Member to verbally participate.
 - (d) Except for a meeting held by electronic or telephonic means, a **Board** of Directors meeting must be held in the county in which all or part of the property of the Association is located.

- (e) **ACC** shall submit a periodic report to the **Board** of Directors through the **ACC** liaison or as requested by the Board, when the **ACC** considers, decides, or updates the Board on a matter presented to the **ACC**.
- (f) The **DREC** may submit a periodic report to the Board of Directors, through the **DREC** liaison, or it shall submit a report if requested to do so by the Board, when the **DREC** considers, decides, or updates the Board on a matter presented to or managed by the **DREC**.
- (g) The Deed Restriction Enforcement Committee shall have the governing authority for supervision of the appearance and maintenance of Lots and common areas within the Subdivision so as to ensure compliance with the Restrictions, and maintain a pleasant and aesthetically pleasing appearance of individual Lots and the Property as a whole.
- (h) Generally accepted Rules of Order will guide all meetings of the **Board** of Directors, **ACC** and **DREC**.
- (i) Members shall be given notice of the date, hour, place, and general subject of a Regular or Special **Board** of Directors Meeting, including a general description of any matter to be brought up for deliberation in **Board** executive session. The notice shall be:
 - (1) provided at least seventy-two (72) hours before the start of the meeting by:
 - (A) posting the notice in a conspicuous manner reasonably designed to provide notice to the Association Members:
 - (i) at a place located on the Association's common property, or on other conspicuously located privately owned property within the Subdivision; or
 - (ii) on any Internet website maintained by the Association or other Internet media;
 - (2) It is an Owner's duty to keep an updated email address registered with the Association.
- (j) If the **Board** of Directors recesses a Regular or Special Board of Directors meeting to continue the following regular business day, the Board of Directors is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a Regular or Special Board of Directors meeting is continued to the following regular business day, and on that following day the Board of Directors continues the meeting to another day, the Board of Directors shall give notice of the continuation in at least one manner prescribed by Subsection (g) within two hours after adjourning the

meeting being continued for second or additional time(s).

- (k) The **Board** of Directors may meet by any method of communication, including electronic and telephonic means, without notice to Owners under Subsection (i), if each Director may hear and be heard by every other Director, or the Board of Directors may take action by unanimous written consent to consider routine and administrative matters, or due to a reasonably unforeseen emergency or urgent necessity that requires immediate Board of Directors action. Any action taken without notice to Owners under Subsection (i) must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next Regular or Special Board of Directors meeting. The Board of Directors may not, without prior notice to Owners under Subsection (i), consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders sought for any purpose, or other violations involving a threat to health or safety;
- (5) increases in assessments;
- (6) the advisability of requesting the implementation of a Special Assessment against the property of the Members;
- (7) the adoption of a Special Assessment;
- (8) appeals from a denial of architectural control approval;
- (9) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board of Directors meeting to present the Owner's position, including any defense, on the issue;
- (10) borrowing money – lending money being prohibited;
- (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 of Directors;
- (14) the construction of capital improvements other than the repair,

replacement, or enhancement of existing capital improvements;

(15) annexation of property or platting of Lots;

(16) Association organizational transactions.

10. Open Meetings Act Training. All **Board** Members are subject to the Open Meetings Act and must complete training within 120 days of assuming the responsibilities of office, which training must include information regarding:

(a) The general background and the legal requirements for open meetings;

(b) The applicability of the Open Meetings Act to governmental bodies;

(c) Procedures and requirements regarding quorums, notices, and record keeping under the Act;

(d) Procedures and requirements for holding an open meeting and for holding a closed meeting under the Act; however,

(e) Failure to obtain such training shall not be grounds for removal of a **Director**.

ARTICLE X – Officers

1. Officers Selected/Elected by Board. The Officers of the Association shall be elected by the Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Vice Presidents. Any two or more offices may be held by the same person except that the offices of President and Secretary shall not be held by the same person.

2. Election at Annual Meeting of Board. The Board of Directors, at its first meeting after each Annual Meeting of the Members, shall choose a President, a Secretary, and a Treasurer, any one or all of whom may be Members of the Board. The Officers of the Association **shall not** be elected by the Qualified Voting Members at an Annual or Special Meeting since Officers are selected /elected by the Board of Directors and not Qualified Voting Members or Members.

3. Additional Officers and Agents. The Board of Directors may appoint a Parliamentarian and such other Officers, assistants, and agents as it shall deem necessary, who shall be appointed for such terms specified, and shall exercise powers and perform such duties as shall be determined from time to time by the Board of Directors.

4. Compensation of Officers and Agents. All Officers of the Association shall receive no salary.

5. Term of Office. Each Officer of the Board of Directors of the Association shall hold office until the Annual Meeting of the Board of Directors next following their election and

thereafter until their successor is chosen and qualified in their stead, or until their death, resignation, or removal from office.

6. Removal. Any Officer, assistant, or agent, elected or appointed by the Board of Directors, may be removed from office at any time by the affirmative vote of a **majority** of the entire Board of Directors whenever in their judgment the best interests of the Association is served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
7. Vacancies. If the office of any Officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors for the unexpired portion of the term.
8. President. The President shall be the Chief Executive Officer of the Association, and shall in general, supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business and affairs of the Association, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall perform such other duties as the Board of Directors shall from time to time prescribe. The President may sign, with the Secretary, or any other proper Officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, checks drawn against the Association, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors, or by these Bylaws, or by statute, to some other Officer or Agent of the Association.
9. Vice-President. Each Vice-President shall have such powers and shall perform such duties as the Board of Directors may from time to time prescribe, or as the President may from time to time delegate to them. In the absence of the President or in the event of their inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all of the power of, and be subject to, all the restrictions upon the President.
10. Secretary. The Secretary (or an Assistant Secretary), shall attend all sessions of the Board of Directors and all meetings of the Members, and record all votes and the minutes of all proceedings in a book or other record to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the **Members** and meetings of the **Board** of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision they shall be subject.

The Secretary shall be responsible for the timely receipt of biographical statements from candidates for Board of Directors elections, harmonizing them in written form for dissemination to the Members, preparing all forms of ballots for use by Members, giving timely notice of elections, posting all notices, biographical statements, ballots, and related information by electronic, internet posting, US Mail, and other methods in these Bylaws, conducting the election and tallying the vote at the Meeting (if the Secretary is not also a Board Member who is a candidate for election,) and certifying

the election results. The Secretary shall maintain the ballots until after the Annual Meeting of the Members the following year.

Each Assistant Secretary, if any, shall have such powers, and perform such duties as the Board of Directors may from time to time prescribe, or as the President or Secretary may from time to time delegate to them.

The Secretary shall be responsible for all aspects of managing the list of Qualified Voting Members and accurately confirming their voting status at Members Meetings.

11. Treasurer. The Treasurer shall have custody of the Association funds and securities, shall keep full records and accounts of receipts and disbursements, and shall deposit all moneys and other valuable assets in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all transactions undertaken as Treasurer, and of the financial condition of the Association, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, the Treasurer shall give the Association a bond belonging to the Association in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of their duties of office and for the restoration of the Association, in case of embezzlement or misappropriation of funds entrusted to them, until death, resignation, retirement or removal from office, keeping all books, paper, vouchers, money and other property of whatever kind, belonging to the Association, in their possession or under their control. Each Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time prescribe.
12. Parliamentarian. If appointed by the Board of Directors, the Parliamentarian shall maintain the order of the meetings of the Board of Directors, the Annual Meeting and all other meetings in accordance with these Bylaws and the Texas Property Code, will be responsible for the recording of all official notarized documents of the Association, and all Board approved documents in the office of the County Clerk, and the coordination of the posting of recorded instruments on the Association website, and in general shall perform all duties and responsibilities incident to the office of Parliamentarian and other such duties and responsibilities as from time to time may be assigned to the Parliamentarian by the President, and/or the Board of Directors.

ARTICLE XI – Committees, ACC, DREC, Agents & Representatives

1. Appointment of Committees Consisting of Directors. The Board of Directors may, by resolution passed by a **majority** of the entire Board, designate one or more committees, to consist of two or more of the Directors of the Association. Any such committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the

Association, except where action of the full Board of Directors is required by Texas Law, the Restrictions, the Articles of Incorporation or Certificate of Formation, or any other Dedicatory Instrument(s).

2. Appointment of Committees Not Limited to Directors or Members. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated and appointed by a resolution adopted by a **majority** of the Directors at a meeting at which a Quorum is present, or by like resolution of the Board of Directors. Membership on such committee may, but need not be, limited to Directors or Members of the Association.
3. Other Committee Proceeding. Other committees may be formed or disbanded as desired by the Board of Directors. The Membership of other committees is at the discretion of the Board of Directors.
4. Minutes and Reports of Committee Proceedings. All committees may, but are not required, to keep regular minutes of their meetings and should report their actions to the Board of Directors, and must do so when requested by the Board.
5. Architectural Control Committee (ACC). The Architectural Control Committee (ACC), as a standing Committee of the Association which is subject to some of the provisions of Article IX and XI, shall have between **three (3) and six (6)** members approved by a **majority vote** of the Board of Directors. All actions, votes and decisions of the **ACC** will be chaired by the Architectural Control Committee Chair, also appointed by the Board of Directors. The **ACC** actions, votes, and decisions shall be reported to the Board of Directors which shall have autonomous independent oversight authority over all deliberations, actions, and decisions of the Architectural Control Committee with respect to matters presented to, or decided by it. Any **ACC** decision or action may therefore be reversed or overruled and set aside, in whole or in part, by the Board of Directors. All actions, votes, and decisions of the **ACC** shall be maintained in an **ACC** Log or in **ACC** Committee minutes that shall comply with the Document Retention Policy or usual document retention procedures of the Association, and shall also be recorded in the regular meeting minutes of the Board of Directors when the actions of the **ACC** are reported to it.
6. Deed Restriction Enforcement Committee (DREC). The Deed Restriction Enforcement Committee (DREC), as a standing Committee of the Association which is subject to some of the provisions of Article IX and XI, shall have between **three (3) and six (6)** members, one of which shall be a Member, approved by a **majority vote** of the Board of Directors. The Deed Restriction Enforcement Committee is responsible for inspecting the Lots and Common Areas in the Subdivision so as to maintain compliance with the Restrictions, and in particular, all Use Restrictions applicable to all Lots. It shall also collect evidence of the actions of any Member or conditions of any land or property which is, or appears to be, in violation of the Restrictions, or which is not consistent with the aesthetic of the Subdivision. It shall present evidence to the Directors of any Restriction violations and make recommendations for actions to be undertaken by the Board to preserve the safety, appearance, maintenance, and upkeep of Lots in the Subdivision. All actions, votes and decisions of the **DREC** will be chaired by the Deed

Restriction Enforcement Committee Chair, also appointed by the Board of Directors. The **DREC** actions, votes, and decisions shall be reported to the Board of Directors which shall have autonomous independent oversight authority over all deliberations, actions, and decisions of the Deed Restriction Enforcement Committee with respect to matters observed, considered, presented to, or decided by, it. Any **DREC** decision or action may therefore be reversed or overruled and set aside, in whole or in part, by the Board of Directors. All actions, votes, and decisions of the **DREC** should be maintained in a **DREC** Log or in **DREC** Committee minutes, and shall also be recorded in the regular meeting minutes of the Board of Directors when the actions of the **DREC** are reported to it.

7. Employment of Management Agent or Association Representative. The Board of Directors may employ for the purpose of management of the Association, a Management Agent or an Association Representative at a compensation established by the Board of Directors, and such Management Agent or Association Representative shall perform such duties and services as the Board of Directors shall direct and authorize.

ARTICLE XII – Notices

1. Type of Notice. Whenever under the provisions of the Articles of Incorporation, the Restrictions, any Dedicatory Instrument(s), or these Bylaws, notice is required to be given to any Director or Member and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but rather any such notice may be given in writing, by electronic message (i.e. email), by mail, postage prepaid, addressed to the Association, or to a Director or Member at such address or email address as appears in the records of the Association, or on the Management Certificate of the Association. Any notice required or permitted to be given by mail shall be deemed to be given at the time the same is deposited in the United States mail.
2. Waiver of Notice. Whenever any notice is required to be given to any Member or Director of the Association under the provisions of any applicable statute, the Articles of Incorporation, these Bylaws or the Restrictions, or any other Dedicatory Instrument(s), a waiver thereof in writing signed by the person or persons entitled to receive such notice, whether before or after the time stated or required in the notice, shall be deemed equivalent to the giving of the notice.

ARTICLE XIII – Annual Maintenance Charge Assessments

1. Enforcement and Collection of Charges. The Board of Directors shall determine the amount of the Annual Maintenance Charge; and then it shall compute, assess, collect and enforce the payment of all Regular Assessment Charges, Special Assessments, or other charges and payment obligations to which the Lots and Members in the Subdivision are subjected, or to which they may be subjected under any Dedicatory

Instrument(s), the Restrictions, or these Bylaws.

2. Installment Payment Plans. The Association has adopted, or will adopt, an installment payment plan for Owners delinquent in the payment of their amounts owing to the Association. The minimum payment period, with no interest, is three (3) months and the payment period can extend up to eighteen (18) months. A property Owner cannot enter into a payment plan more than once in any twelve (12) month period.
3. Required Procedures Related to Collections and Recordation of Liens. Prior to beginning to file a lien, or notice of a lien, in the Official County Records related to the non-payment of Association dues, the Association shall send the Member with delinquent Association dues written notices as follows:
 - (a) First Notice: sent via first class mail or email.
 - (b) Second Notice: sent via certified mail (return receipt requested), at least 30 days after the first notice was sent.
 - (c) Third Notice: notice of assessment lien; cannot be sent until at least 90 days after the second notice was sent.
 - (d) Each notice must:
 - (1) detail the amount owed to the Association;
 - (2) clarify the Member's rights and the availability of a payment plan; and
 - (3) provide at least a 30-day period in which the Member can pay the owed amount without any additional charges.
4. Policy Regarding the Collection and Enforcement of Fines. The Board of Directors of the Association shall adopt an enforcement policy regarding the levying of fines by the Association which must include:
 - (a) General categories of restrictive covenants, violations of which the Association may assess fines;
 - (b) A schedule of fines for each category of violation; and
 - (c) Information regarding hearings.
5. Foreclosure of Owner Debt. Foreclosing on property Owner debt to the Association, under Section 209.009, Texas Property Code, is permitted. However, the Association is precluded from foreclosing on property Owner debt to the Association if the debt consists of fines, attorney fees associated with the fines, unpaid costs of producing records, and un-reimbursed costs of conducting a vote recount.

ARTICLE XIV – Special Assessments

1. Effective Date of Special Assessment for Capital Projects. In addition to the Annual Maintenance Charge assessment set forth in the Restrictions or defined in these Bylaws, a Special Assessment(s) may be made applicable to the Lots in the Subdivision and the Owners of the Lots, for purposes and upon the procedures stated and defined in the Restrictions and these Bylaws, and shall be effective as of the date of the approving vote.
2. Lien for Non-Payment of Special Assessment. A Special Assessment, whether paid in a single, lump-sum payment, or as a series of periodic payments over time, shall be secured by a lien against each Lot. The lien shall attach to each Owner or Member, as well as each Lot owned by an Owner or Member, and shall run with the ownership of each Lot upon subsequent transfer to any new Owner or Member. The payment obligation under an approved Special Assessment shall be delinquent if not paid in accordance with its Due Date.
3. Special Assessment Accounts. Special Assessment proceeds shall always be held in a separate Reserve Account and subject to separate accounting procedures.

ARTICLE XV – Books and Records

1. The Association adopts this Article to comply with Section 209.005, Texas Property Code. In the event of a conflict between this Article and Section 209.005, Section 209.005 shall control. However, in the event that the Board of Director passes a specific policy or resolution regarding books and records which resolution is recorded in the office of the County Clerk, then the policy recorded in the office of the County Clerk shall control and supercede this Article.
2. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in writing signed by the Owner or the Owner's agent, attorney, or certified public accountant, in accordance with this section. An Owner is entitled to obtain from the Association copies of information contained in the books and records of the Association, except as provided herein. Fees apply if copies are required or other expenses incurred. The Fees schedule to Process Requests per this Article XIV is attached to these Bylaws as **EXHIBIT A**.
3. An attorney's files and records relating to the Association, excluding invoices requested by an Owner under Section 209.008 (d) of the Texas Property Code, are not records of the Association and are not subject to inspection by the owner; or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records, if the Association has not maintained a separate copy of the document.

This Bylaw does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.

4. An Owner or the Owner's authorized representative described in this Article must submit a written request for access or information under this Article by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current Management Certificate filed with the Trinity County Clerk. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records without inspection prior to production. If an inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. If copies of identified books and record are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, except as otherwise provided by Section 209.005, Texas Property Code.
5. If the Association is unable to produce the books or records requested, on or before the 10th business day after the date the Association receives the request, the Association will provide to the requestor a written notice that:
 - (a) informs the requestor that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and
 - (b) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given.
6. If an inspection is requested or required, the inspection shall take place at a mutually agreed time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the requesting party.
7. The Association may produce books and records requested under this Article in hard copy, electronic, or other format reasonably available to the Association.
8. The Board of Directors shall adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested under this Article. 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. The policy required by this subsection shall be recorded as a Dedicatory Instrument in accordance with

Section 202.006, Texas Property Code. The Association may not charge an owner for the compilation, production, or reproduction of information requested under this Article unless the policy prescribing those costs (or these Bylaws) has been recorded as required by the Association's Records Policy filed with the Trinity County Clerk. An Owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this Article. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an Assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the invoice is sent to the Owner.

9. The Association must estimate costs under this section using amounts prescribed by the policy adopted in **EXHIBIT A** of this Article.
10. Except as provided by this Article, and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the Dedicatory Instrument violation history of an individual Owner or Member of the Association, an Owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an Owner's contact information, other than the Owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual Owner or Member.
11. The books and records described by Section 10 of this Article shall be released or made available for inspection if:
 - (a) the express written approval of the Owner or Member whose records are the subject of the request for inspection is provided to the Association; or
 - (b) a court orders the release of the books and records, or orders that the books and records be made available for inspection.
12. The Board of Directors shall adopt and comply with a document retention policy that includes, at a minimum, the following requirements:
 - (a) Certificates of Formation, Bylaws, Restrictive Covenants, and Dedicatory Instrument(s), and amendments to them shall be retained permanently;

- (b) financial books and records shall be retained for seven (7) years;
 - (c) account records of current Owners shall be retained for five (5) years;
 - (d) contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
 - (e) minutes of meetings of the Owners, Members, and the Board of Directors shall be retained for seven (7) years; and
 - (f) any tax returns and audit records shall be retained for seven (7) years.
13. A Member of the Association who is denied access to, or copies of, Association books or records to which the Member is entitled under this Article may file a petition with the Justice of the Peace of a justice precinct in which all or part of the property that is governed by the Association is located – requesting relief in accordance with these Bylaws. If the Justice of the Peace finds that the Member is entitled to access to or copies of the records, the Justice of the Peace may grant one or more of the following remedies:
- (a) a judgment ordering the Association to release or allow access to the books or records; or
 - (b) a judgment against the Association for court costs and attorney's fees incurred in connection with seeking a remedy under this section; or
 - (c) a judgment authorizing the Owner or the Owner's assignee to deduct the amounts awarded under this section from any future Regular or Special Assessments payable to the Association.
14. If the Association prevails in an action under this section, the Association is entitled to a judgment for unpaid expenses of reproduction, court costs, and attorney's fees incurred by the Association in connection with the action.
15. On or before the tenth (10th) business day before the date a person brings an action against the Association under this Article, the person must send written notice to the Association of their intent to bring the action. The notice must:
- (a) be sent certified mail, return receipt requested, or delivered by the United States Postal Service with signature confirmation service to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed under Section 209.004; and
 - (b) describe with sufficient detail the books and records being requested.

16. For the purposes of this Article, "business day" means a day other than Saturday, Sunday, or a state or federal holiday.

ARTICLE XVI - Fiscal Matters

1. **Execution of Agreements.** All agreements, contracts, deeds, leases, and other instruments of the Association shall be approved by the Board of Directors and after Board approval may be executed by one (1) Officer or Board Member, or such other person or persons as may be designated by resolution of the Board.
2. **Policies Related to Checks and Negotiable Instruments.** Checks and negotiable instruments shall be signed in accordance with Association procedures related to approval of all receipts, disbursements, and bank statements pertaining to any account of the Association.
3. **Financial Audit.** If deemed necessary, the Association shall conduct an audit of the financial transactions and records of the Association each year.
4. **Deposits of Funds.** All funds of the Association shall be deposited to the credit of the Association in the banks, trust companies, or other depositories as the Board of Directors may select.
5. **No Dividends.** No dividends shall be paid and no part of the income of the Association shall be disbursed to its Members, Directors, or Officers. The Association may pay compensation in a reasonable amount to its Members or Officers for services rendered, but only as permitted by applicable statutes.
6. **Fiscal Year.** The fiscal year of the Association shall be from January 1st to December 31st of each calendar year, unless otherwise fixed by resolution of the Board of Directors.
7. **Acceptance of Gifts.** The Directors may accept on behalf of the Association any contributions, gifts, bequests, or items for general purposes, or for any special purpose of the Association; however, proposed gifts with taxes or other payment obligations related to them may not be accepted.
8. **Indemnification.** Except as may otherwise be provided Article 1396-2.22A, Texas Non-Profit Corporations Act, and/or Section 8.051, Texas Business Organizations Code, or as may be ordered by a court pursuant to Section 8.052, Texas Business Organizations Code, or by Article 1396-2.22A, Texas Non-Profit Corporations Act, the Association shall indemnify any Director, Officer, or employees of the Association, against expenses actually and necessarily incurred by them and any amount paid in satisfaction of judgments in connection with any action, suit or proceedings, whether civil or criminal in nature, in which they are made a party by reason of being or having been such a Director, Officer, or employee (whether or not a Director, Officer, or employee at the

time such costs or expenses are incurred by or imposed upon them) except in relation to matters to which they shall be judged in such action, suit, or proceedings to be liable for gross negligence or willful misconduct in the performance of duty.

The Association may also reimburse to any Director, Officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a **majority vote** of the Directors not involved in the matter in controversy, whether or not a Quorum exists, that it was in the interest of the Association that such settlement be made and that such Director, Officer or employee was not guilty of gross negligence or willful misconduct.

Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, Officer, or employee may be entitled by law or under any Bylaw, Agreement, vote of Qualified Voting Members, or otherwise.

Nothing in this Section shall prevent permissive indemnification as authorized by Section 8.01 through 8.152, Texas Business Organizations Code, or by Article 1396-2.22A, Texas Non-Profit Corporations Act.

9. Limits on Indemnification. Notwithstanding the above, the Association will indemnify a person only if he/she acted in good faith and reasonably believed that his/her conduct was in the Association's best interests. In the case of a criminal proceeding, the person may be indemnified only if he/she had no reasonable cause to believe their conduct was unlawful.
10. Resale Certificate. The Association will charge a fee of \$150.00 to assemble, copy, and deliver the information subject to Section 207.0036-207.004, Texas Property Code, and may charge a reasonable and necessary fee, to prepare and deliver an update of a resale certificate.

ARTICLE XVII – Other Matters

1. Standby Electric Generators. The Association will not restrict or prohibit an Owner from owning, operating, installing, or maintaining a permanently installed standby electric generator subject to Section 202.019, Texas Property Code, and as administered by any committee with delegated authority over such matters, including the Architectural Control Committee.
2. Display of Religious Items. The Association will not prohibit an Owner from displaying or affixing on the Owner's property or Lot one or more religious items – subject to Section 202.018, Texas Property Code.
3. Composting and Rainwater Collection. The Association will not prohibit an Owner from implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on

grass on the Owner's or resident's property or dwelling subject to Section 202.007, Texas Property Code, or:

- (a) installing no more than two (2) rain barrels or a rainwater harvesting system; or
 - (b) implementing an efficient irrigation system, including underground drip or other drip systems; or
 - (c) using drought-resistant landscaping or water-conserving natural turf.
4. Solar Energy Devices. The Association will not prohibit an Owner from owning, operating, installing, or maintaining a solar energy device subject to Section 202.010, Texas Property Code, and as administered by any committee with delegated authority over such matters, including the Architectural Control Committee.
5. Display of Flags. The Association will not prohibit an Owner from the display, subject to Section 202.012, Texas Property Code, and as administered by any committee with delegated authority over such matters, including the Architectural Control Committee of:
- (a) the flag of the United States of America; or
 - (b) the flag of the State of Texas, the Republic of Texas, or any Texas Battle Flag; or
 - (c) an official or replica flag of any branch or unit of the United States Armed Forces.
6. Firearms, Ammunition, Lawful Discharge. The Association will not restrict or prohibit a person, or enact a provision that has the effect of prohibiting or restricting any person who is otherwise authorized, from lawfully possessing, transporting, or storing a firearm, any part of a firearm, or firearm ammunition, as well as the otherwise lawful discharge of a firearm for defensive purposes, subject to Section 202.020, Texas Property Code.
7. Sale of Lemonade by Minors. The Association will not prohibit or regulate, including by requiring a permit or fee, the occasional sale of lemonade or other nonalcoholic beverages from a stand on property located in the Subdivision by an individual younger than 18 years of age who has the permission of an Owner in the Subdivision for the sale, to occur on their Lot, subject to Section 202.020, Texas Property Code.
8. Security Measures. The Association will not prohibit an Owner from owning, operating, installing, or maintaining security measures, including but not limited to a security camera, motion detector, or perimeter fence subject to Section 202.023, Texas Property Code, in accordance with the Restrictions and as administered by the Board and any committee with delegated authority over such matters, including the Architectural

Control Committee.

9. Tenants. The Association will not require a prospective long-term tenant to be submitted to, and/or Tenants approved for tenancy by, the Association. The Association will not require a consumer credit report for a prospective tenant, or the rental application submitted by the prospective tenant to be submitted to the Association. The Association is authorized and permitted to perform a general criminal background check, as well as a specific background check of whether any person seeking to reside in the Subdivision is a qualified sex offender, or has been convicted of a sex crime or crime of sexual violence. The Association will require a copy of the lease or rental agreement with any sensitive personal information redacted or otherwise made unreadable or indecipherable. "Sensitive personal information" means a person's:
 - (a) Account, credit card, or debit card number;

but does not include their:
 - (b) Social Security number;
 - (c) Texas Driver's license number; or
 - (d) Government issued identification number.
10. Prohibition Against Restriction of Rentals Based on Method of Payment. The Association may not include or enforce a provision in a Dedicatory Instrument that prohibits or restricts a Property Owner from renting a Dwelling Unit to a person based on the person's method of payment.
11. Use of Adjacent Lots. The Association will not adopt or enforce a provision in a Dedicatory Instrument that prohibits or restricts the Owner of a Lot from using an adjacent lot owned by the property Owner for residential purposes, subject to Section 209.015, Texas Property Code, and as administered by any committee with delegated authority over such matters, including the Architectural Control Committee.
12. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced, or otherwise applied by the Board of Directors.
13. Controlling Law. To the extent that any of these Bylaws conflict with the provisions of the Texas Property Code and/or the Texas Non-Profit Corporations Act and/or the Texas Business Organizations Code, as may be amended from time to time by the Texas Legislature, the Texas Property Code and/or the Texas Non-Profit Corporations Act and/or the Texas Business Organizations Code shall control.

ARTICLE XVIII - Association Organizational Transactions

1. Receipt and Transfer of Property. The Association may negotiate, receive, accept, sell, and transfer such real property and property rights, including the sale of the Common Area or Reserve Property of the Association, to or from, persons, entities, or other Associations on such terms and conditions as are approved by a **majority** of the Qualified Voting Members, voting per the methods set out in these Bylaws, at a Regular or Special Meeting held on proper notice at which a Quorum of the Qualified Voting Members has been established.
2. Corporate Mergers and Acquisitions. The Association may merge with or acquire another non-profit corporation, or Association, or acquire the rights, property, or assets of it, on such terms and conditions as are approved by a **majority** of the Qualified Voting Members, voting per the methods set out in these Bylaws, at a Regular or Special meeting held on proper notice at which a Quorum of the Qualified Voting Members has been established.
3. Formation of Alternate Corporation and Association. If approved by a **majority** vote of the Qualified Voting Members, voting per the methods set out in these Bylaws, at a Regular or Special Meeting held on proper notice at which a Quorum of the Qualified Voting Members has been established, the Association may form, and transfer all right, title, interest and property of the Association to another non-profit corporation, provided that it is incorporated as a property owners association under Section 209 of the Texas Property Code.

ARTICLE XIX – Amendment of Bylaws

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by an instrument approved by a **majority** vote of the Board of Directors unless said action be opposed by a **majority** vote of the Qualified Voting Members, voting in person or by proxy at a meeting called for such purposes where a Quorum is present, proper notice of the purpose of the meeting having been given to all Members at least thirty (30) days in advance of the meeting. If no disapproving vote of the Qualified Voting Members occurs within thirty (30) days of the date the changes to the Bylaws was passed by the Board of Directors, it will be a final act of the Association, and therefore shall be applicable to all Lots in the Subdivision as originally approved by the Board of Directors. No amendment shall be effective until recorded in the Deed Records of Trinity County, Texas, nor until the approval of any governmental regulatory body which is required, shall have been obtained.

Additionally, these Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by a **majority** of the Qualified Voting Members entitled to vote who are present in person or by representation at any Annual Members Meeting or any Special Members Meeting called for that purpose, where a Quorum is present, if at least thirty (30) days written notice is given of the intent to alter, amend, repeal, or adopt new Bylaws at the meeting. A Quorum for purposes of this article shall be **ten (10)** Qualified Voting Members.

A draft of proposed changes to the Bylaws will be posted on the Association website and Members / Owners will be allowed thirty (30) days to submit written comments on the proposed changes, prior to the Regular or Special Board meeting where approval of the changes to the Bylaws is on the agenda. The method to submit comments will be provided with the posting of the amending draft. The same procedure and notice shall be required for an Annual or Special meeting of the Members when changes to Bylaws will be considered via that method.

These Bylaws will be considered to be modified in the future so as to be in conformance with changes to Section 209 of the Texas Property Code, or other applicable state law applicable to Property Owners Associations as of the effective date of the particular change in law.

]END OF BYLAWS[

EXHIBIT A

FEE SCHEDULE TO PROCESS RECORD REQUESTS*

PER ARTICLE XIV - BOOKS AND RECORDS

A. Copy Charge.

(1) Standard paper copy. The charge for standard B&W paper copies reproduced by means of an office machine copier or a computer printer is \$0.25 per page or part of a page. Each side that has recorded information is considered a page. The charge for standard COLOR paper copies is \$0.50 per page or part of a page. HOWEVER, should an outside copy service be required, the actual cost charged for the copies shall be the cost for the copies.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Flash or Thumb Drive -actual cost.
- (B) Other electronic media - actual cost.
- (C) Specialty paper/Oversized paper - actual cost;

B. Labor Charge for Locating, Compiling, Manipulating Data, and Reproducing Public Information.

(1) The charge for labor cost incurred in processing a request for public information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information pursuant to a mandatory exception of the Texas Property Code is mixed with public information in the same page, a labor charge may be recovered for the time spent to redact blackout, or otherwise obscure confidential information in order to release the public information.

C. Miscellaneous Supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information

D. Postal and Shipping Charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

* FEE SCHEDULE prices subject to change by approved motion of the Board of Directors.

STATEMENT OF HISTORY

C & B DEVELOPMENT, INC., a Texas Corporation ("Developer"), was the record developer of the Subdivision known and designated "THE LANDING ON LAKE LIVINGSTON," in Trinity County, Texas, as shown in the maps or Plats of said Subdivision, recorded on May 6, 1976, in Plat Cabinet A, at Pages 181 through 233, of the Plat Records of Trinity County, Texas.

Original Bylaws of the Association were not recorded in the Official Public Records of Trinity County, Texas and are also unable to be located in any preserved records of the Association.

On August 8, 1986, The Landing on Lake Livingston Community Association, Inc. of Trinity County, Texas approved the Amended Bylaws, which were not recorded in the Official Public Records of Trinity County, Texas, but were retained in the files of the Association.

On April 6, 2004, "The Second Amended Bylaws of The Landing on Lake Livingston Community Association, Inc." was recorded at Volume 721, Page 726, of the Official Public Records of Trinity County, Texas.

STATEMENT OF ADOPTION

The Board of Directors have received these proposed 2025 (Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc., which will replace in their entirety, the Second Amended Bylaws of The Landing on Lake Livingston Community Association, Inc., and have considered them, after which they have given appropriate and required notice and the corresponding opportunity for Members to review and comment on these proposed 2025 (Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc.

These 2025 (Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc. have been voted on and adopted by a majority vote of the Members at a properly noticed meeting of the Members at which a Quorum was present and notice was given to the Membership at least thirty (30) days prior to the Meeting, as required by Article X of the Second Amended Bylaws of The Landing on Lake Livingston Community Association, Inc. and additionally in accordance with the procedures of Article XIX of this document, the meeting having been held on _____, 2025.

The vote of the Members related to the approval of these 2025 (Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc. was recorded by the Secretary.

NOW BE IT THEREFORE KNOWN that the approved 2025 (Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc. are as attached.

IN WITNESS WHEREOF, we being all of the indicated Members of THE LANDING ON LAKE LIVINGSTON COMMUNITY ASSOCIATION INC., set our hands this ____ day of _____, 2025.

Date

Alton Smith, President

Date

Melinda Fitzgerald, Secretary

Date

Janice Billeck, Treasurer

Date

Board Member

CERTIFICATION

These 2025 (Third Amended) Bylaws of The Landing on Lake Livingston Community Association, Inc. were adopted by a majority of the Members entitled to vote, present either in person or by proxy at any Annual Meeting or a Special Meeting called for that purpose, occurring on _____, 2025, and they were passed by a vote of _____ Members in favor, and _____ against, as certified by the Secretary of the Association and as of the date of passage, _____, 2025, and the date this document is recorded in the Official Public Records of Trinity County, Texas, is indicated below.

Date

Melinda Fitzgerald, Secretary

THE STATE OF TEXAS

§

COUNTY OF TRINITY

§

On this day, personally appeared to me, Melinda Fitzgerald, Secretary of The Landing on Lake Livingston Community Association Inc., known to me through the following method of identification: _____, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was their act, and that this document was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:
THE HAGAN LAW FIRM
90 Live Oak Street
Coldspring, TX 77331
Telephone: 936-653-4444
Email: kerryhagan@gmail.com
Website: www.haganlawyer.com