

**SECOND AMENDED BYLAWS OF  
COPPELL PECAN VALLEY HOA, INC.,  
A Texas non-profit corporation**

**ARTICLE I  
BASIC INFORMATION**

**Name:**

Coppell Pecan Valley HOA, Inc., A Texas non-profit corporation (the "Association"), established by the certificate of formation filed with the Secretary of State of Texas on September 3, 1991, under file number 0120512401.

**Declaration:**

The Declaration of Restrictive Covenants of the Pecan Valley Subdivision, recorded in the real property records of Dallas County, Texas.

1.1 ***Amended Bylaws.*** The Association was originally formed under the name of "Pecan Valley Homeowners' Association, Inc." on September 3, 1991. The name of the Association was changed May 11, 2007, to "Coppell Pecan Valley HOA, Inc.". The original Bylaws were Amended by the First Amended Bylaws in order to bring the Association into compliance with the Texas Business Organizations Code and have been further modified and improved by these Second Amended Bylaws (hereinafter "Bylaws".)

1.2 ***Registered Office and Agent.*** The registered agent of the Association shall be the President and the registered office of the Association shall be at the address of the President. The registered office or the registered agent shall be changed by the Board, upon making the appropriate filing with the Secretary of State, after the election of a new President.

1.3 ***Principal Office of the Association.*** The principal office of the Association shall be at the address of the President of the Association, provided that the Board shall change the location of the principal office to reflect the address of the then current President of the Association.

1.4 ***Other Offices.*** The Association may also have other offices at such places, within the State of Texas, as the Board may designate, or as the business of the Association may require or as may be desirable.

## ARTICLE II PURPOSE AND OWNER OBLIGATIONS

2.1 **Purpose.** The purpose for which the Association was formed is to govern the real property ("Property") situated in the County of Dallas, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof for all purposes.

2.2 **Owner Obligation.** All present and future owners or any other persons who might reside in the Property are subject to the regulations set forth in these By-Laws. The mere acquisition of any of the residential lots ("Lots") comprising the Property or the mere act of occupancy of any residential dwelling ("Homes") on the Lots will signify that these By-Laws are accepted, ratified and will be strictly followed.

2.3 **Non-Profit Association.** This Association is not organized for profit. No Owner, Member, Board member, or person from the Association may receive any property of funds or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Owner, Member, or Board member; provided, however, always (i) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered effecting one (1) or more purposes of the Association and (ii) that any member of the Board may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

### **ARTICLE III MEMBERSHIP**

3.1 **Membership.** Every Owner of a Lot is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The total number of votes that can be cast by the Owners is fifty two (52). Each Owner shall be a member for so long as the Owner owns the Lot. Membership shall automatically terminate, without any formal action, whenever such Owner ceases to own the Lot. Such termination shall not relieve or release any such former owner from liability or obligation incurred under or in any way connected either with the Association or the Lots during the period of such ownership and membership herein, or impair any rights or remedies which the Board or other's may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association. The Association has one class of voting Members:

- a. **Class A.** Class A Members are all Owners. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

3.2 **Place of Meeting.** Members meetings will be held at the Association's principal office or at another place designated by the Board.

3.3 **Annual Meetings.** Regular annual Members meetings will be held in March of each year. The Annual Meeting Date shall be set in accordance with the notice provisions of Section 3.5.

3.4 **Special Meetings.** The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by one-tenth (1/10) percent of the Class A Voting Members.

3.5 **Notice of Meetings.** Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten (10) nor more than twenty (20) days before the meeting. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered or emailed to an email address that the member has provided to the Association. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid. In lieu of mailing or emailing notice as herein provided, such notice may be delivered by hand or left at an Owner's residence in the Owner's absence. If requested, any Mortgagee of record or its designee may be entitled to receive similar notice.

3.6 **Waiver of Notice.** A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

3.7 ***Quorum.*** The minimum number of members that must be present in order to hold an annual meeting and/or special meeting to conduct the business of the HOA is considered a quorum. Twenty percent (20%) of the Voting Members is a quorum. If a members meeting cannot be held because a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, a quorum is required. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, a majority of the Board is a quorum. Written or emailed notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than ten (10) nor less than three (3) days before the reconvened meeting.

3.8 ***Majority Vote.*** A majority vote is needed to elect board members, adjourn meetings, approve the annual budget, and for any other actions needed to conduct the business of the HOA as described by these Bylaws. Votes representing more than fifty percent (50%) of the Voting Members present at a meeting at which a quorum is present are a majority vote. However, sixty-six and two thirds percent (66 2/3%) vote of all of the Voting Members is required to change the Bylaws or Declarations (CCRs) and/or approve any special assessments.

3.9 ***Proxies.*** Voting Members may vote by written proxy, which may be counted for the purpose of establishing a quorum. Proxies must be filed with the Secretary before the appointed time of each meeting.

3.10 ***Conduct of Meetings.*** The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members. The order of business at all Annual Members Meetings of the Association, and at all other Association meetings (if applicable) shall be as follows:

- a. Roll call and identification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Approval of minutes of preceding meetings.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors.
- g. Unfinished business.
- h. New business.

3.11 ***Action without Meeting.*** Any action required by the Texas Business Organizations Code to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote. Any action taken must have the required signatures of the Members or committee members as would be necessary to take that action at a meeting at which all of the Members or members of the committee were present and voted.

Each written consent shall bear the date of signature of each Member or committee member who signs the consent. Prompt notice of the taking of any action by Members or a committee without a meeting by less than unanimous written consent shall be given to all Members or committee members who did not consent in writing to the action.

If any action by Members or a committee is taken by written consent signed by less than all of the Members or committee members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by this Act concerning any vote of the Members, that written consent has been given in accordance with the provisions of section 6.202 of the Texas Business Organizations Code and that any written notice required by such section has been given.

A telegram, telex, cablegram, electronic mail or similar transmission by a Member or member of a committee or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Member or member of a committee shall be regarded as signed by the Member or member of a committee for purposes of this section.

3.12 ***Obligations of Owners.*** The obligations of the Owners shall include, but not be limited to:

- a. Each Owner shall comply strictly with the provisions of the Declaration;
- b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Property was developed; and
- c. Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association its/his/her attorney in fact to deal with the Owner's dwelling upon its destruction, obsolescence or condemnation.

## **ARTICLE IV THE BOARD**

4.1 ***Governing Body; Composition.*** The affairs of the Association are governed by the Board. Each director has one vote. Each director must be a member or, in the case of an entity Member, a person designated in writing to the secretary. A person may not serve on the Board if the person cohabits at the same primary residence with another Director. The Board shall govern the Association in accordance with the Declaration and these Bylaws. A list of the Board shall be maintained in the Association minutes.

4.2 ***Number of Directors.*** The Board consists of not less than three (3) nor more than seven (7) directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

4.3 ***Term of Office.*** The terms of directors will be staggered. At least one-third of the Board will be elected each year. The Board will determine the initial term of the to be elected third director, not to exceed three years, so as to conform to the other requirements of this paragraph. At the expiration of the term of a director, each successor will have a term of three (3) years. Directors may serve consecutive terms.

4.4 ***Election.*** At the annual meeting of Members, the Voting Members will elect directors to succeed directors. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

4.5 ***Powers and Duties.*** The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property. The Board may do all such acts and things that are not by these By-Laws or by the Declaration directed to be exercised and done by the Owners.

4.5.1. ***Other Powers and Duties.*** The Board shall have the following duties:

- a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration;
- b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of the Property (a copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof);
- c. To protect and defend the entire Property from loss and damage by suit or otherwise;
- d. To enter into contracts within the scope of their duties and power;
- e. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board;

- f. To keep and maintain full and accurate books and records showing all the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any Mortgagee, and to cause a complete audit of the books and accounts by a competent accountant or other qualified person approved by the Board, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any Mortgagee, on request, within ninety (90) days following the fiscal year end;
  - g. To meet at least once each quarter; and
  - h. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out and promote the communal aspect of residential dwelling ownership.

#### 4.6 ***Removal of Directors and Vacancies***

- a. ***Removal by Members.*** Any director may be removed, with or without cause, by a sixty-six and two-thirds percent (66 2/3%) vote of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.
- b. ***Removal by Board.*** Any director may be removed at a Board meeting if the director:
  - I. failed to attend Two (2) consecutive Board meetings;
  - II. failed to attend fifty percent (50%) percent of Board meetings within one year;
  - III. is delinquent in the payment of any Assessment for more than sixty (60) days; or
  - IV. is the subject of an enforcement action by the Association for violation of the Governing Documents.
- c. ***Vacancies.*** A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.
- d. ***Successors.*** If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

4.7 **Compensation.** Directors shall serve without salary or compensation for such service, except that, as determined and approved by the Board, Directors may be reimbursed for any reasonable and necessary out-of-pocket expenses.

4.8 **Management.** The Board may employ a managing agent.

4.9 **Accounts and Reports.** Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

- a. An income statement reflecting all income and expense activity for the preceding period.
- b. A statement reflecting all cash receipts and disbursements for the preceding period.
- c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.
- d. A balance sheet as of the last day of the preceding period.
- e. A delinquency report listing all Owners who are delinquent by more than sixty (60) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

4.10 **Borrowing.** If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

4.11 **Rights of Association.** With respect to the Common Area, and in accordance with the Declaration, the Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

4.12 **Enforcement Procedures**

- a. **Notice.** Before the Board may (1) suspend an Owner's right to use a Common Area, (2) file a suit against an Owner other than a suit to collect any Assessment, (3) foreclose the Association's lien, (4) charge an Owner for property damage, or (5) levy a fine for a violation of the Governing Documents, the Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner.



The notice also must inform the Owner that the Owner (1) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months and (2) may request a hearing on or before the thirtieth day after the date the Owner receives the notice.

- b. **Hearing.** If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a thirty (30) day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

- c. **Appeal.** Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within ten (10) days after the hearing date.
- d. **Changes in Law.** The Board may change the enforcement procedures set out in this section to comply with changes in law.

#### 4.13 ***Board Meetings***

4.13.1 ***Regular Meetings.*** Regular meetings of the Board will be held at such time and place as determined by the Board, but at least four (4) such meetings will be held during each fiscal year. Notice of the time and place of the meetings will be given to directors not less than three (3) days before the meetings.

4.13.2 ***Special Meetings.*** Special meetings will be held when called by written notice signed by the president or by any two (2) directors. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.

4.13.3 ***Waiver of Notice.*** The actions of the Board at any meeting are valid if (1) a quorum is present and (2) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

4.13.4 ***Quorum of Board.*** At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than three (3) nor more than ten (10) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

4.13.5 ***Conduct of Meetings.*** The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors.

4.13.6 ***Proxies.*** Directors may vote by written proxy.

4.13.7 ***Action without Meeting.*** Any action required by the Texas Business Organizations Code to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Board entitled to vote with respect to the subject matter thereof, or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote. Any action taken must have the required signatures of Board or committee members as would be necessary to take that action at a meeting at which all of the Board or members of the committee were present and voted.

Each written consent shall bear the date of signature of each Director or committee member who signs the consent. A written consent signed by less than all of the Board or committee members is not effective to take the action that is the subject of the consent unless, within sixty

(60) days after the date of the earliest dated consent delivered to the Association in the manner required by this section, a consent or consents signed by the required number of Board or committee members is delivered to the Association at its registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent of the Association having custody of the books in which proceedings of meetings of Board or committees are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President or principal executive officer of the Association.

Prompt notice of the taking of any action by Board or a committee without a meeting by less than unanimous written consent shall be given to all Board or committee members who did not consent in writing to the action.

If any action by Board or a committee is taken by written consent signed by less than all of the Board or committee members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by this Act concerning any vote of the Board or committee members, that written consent has been given in accordance with the provisions of section 6.202 of the Texas Business Organizations Code and that any written notice required by such section has been given.

A telegram, telex, electronic mail, cablegram, or similar transmission by a Director or member of a committee or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Director or member of a committee shall be regarded as signed by the Director or member of a committee for purposes of this section.

4.14 ***Fidelity Bonds.*** The Board may require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds (or similar). The premiums on such bonds shall be paid by the Association.

## **ARTICLE V OFFICERS**

5.1 ***Officers.*** The officers of the Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

5.2 ***Election, Term of Office, and Vacancies.*** Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

5.3 ***Removal.*** The Board may remove any officer whenever, in the Board's judgment, the interests of the Association will be served thereby.

5.4 ***Powers and Duties.*** Each officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the Board shall from time to time designate. All officers shall perform their duties subject to the directions and under the supervision of the Board. The President may secure the fidelity of any and all officers by bond or otherwise.

All officers and agents of the Association, as between themselves and the Association, shall have such authority and perform such duties in the management of the Association as may be provided in these Bylaws, or as may be determined by resolution of the Board not inconsistent with these Bylaws.

In the discharge of a duty imposed or power conferred on an officer of an Association, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Association or another person, that were prepared or presented by: (1) one or more other officers or employees of the Association, including members of the Board; or (2) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

An officer is not relying in good faith within the meaning of this section if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted.

### **5.4.1 *President***

The President shall be the chief executive officer of the Association and shall preside at all meetings of all directors. Such officer shall see that all orders and resolutions of the Board are carried out, subject however, to the right of the directors to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other officers of the Association.

The President shall co-sign all promissory notes with the Secretary and co-sign all

checks, in excess of \$1,000.00, with the Treasurer.

The President shall be ex-officio a member of all standing committees.

The President shall submit a report of the operations of the Association for the year to the directors at their meeting next preceding the annual meeting of the Board.

#### **5.4.2 *Vice-President***

The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and they shall perform such other duties as the Board shall prescribe.

#### **5.4.3 *Secretary and Assistant Secretary***

The Secretary shall attend all meetings of the Board and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall keep in safe custody the seal of the Association, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed, it shall be attested by the Secretary's signature or by the signature of an Assistant Secretary.

The Assistant Secretaries shall in order of their rank as fixed by the Board, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and they shall perform such other duties as the Board shall prescribe.

In the absence of the Secretary or an Assistant Secretary, the minutes of all meetings of the Board shall be recorded by such person as shall be designated by the President or by the Board.

#### **5.4.4 *Treasurer and Assistant Treasurer***

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements. The Treasurer shall keep and maintain the Association's books of account and shall render to the President and directors an account of all of his or her transactions as Treasurer and of the financial condition of the Association and exhibit the books, records and accounts to the President or directors at any time. The Treasurer shall disburse funds for capital expenditures as authorized by the Board and in accordance with the orders of the President, and present to the President for his or her attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. The Treasurer shall perform such other duties as may be directed by the Board or by the President.

If required by the Board, the Treasurer shall give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of the office and for the restoration to the Association, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the incumbent's possession or under the incumbent's control belonging to the Association.

The Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and they shall perform such other duties as the Board shall prescribe.

5.5 ***Resignation.*** Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

5.6 ***Committees.*** The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

## **ARTICLE VI INDEMNIFICATION AND INSURANCE**

6.1       ***Indemnification.*** The Association shall have the full power to indemnify and advance or reimburse expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

6.2       ***Insurance.*** The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, director, officer, employee, or agent of the Association or who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic Association, employee benefit plan, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify him or her against that liability. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Association would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the members of the Association. Without limiting the power of the Association to procure or maintain any kind of insurance or other arrangement, the Association may, for the benefit of persons indemnified by the Association, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) establish a letter of credit, guaranty, or surety arrangement. In the absence of fraud, the judgment of the Board as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

## **ARTICLE VII MISCELLANEOUS**

7.1 ***Waiver of Notice.*** Whenever any notice is required to be given to any member or director of the Association under the provisions of the Texas Business Organizations Code, the Certificate of Formation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

7.2 ***Meetings by Telephone Conference, Electronic or Other Remote Communications Technology.*** Subject to the provisions required or permitted by the Texas Business Organizations Code and these Bylaws for notice of meetings, Members, members of the Board, or members of any committee may participate in and hold a meeting of such Members, Board, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) sixty-six and two thirds percent (66 2/3%) of the members entitled to participate in the meeting consent to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

7.3 ***Seal.*** The Association may adopt, if it has not done so previously, a corporate seal in such form as the Board may determine. The Association shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Association.

7.4 ***Contracts.*** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

7.5 ***Checks, Drafts, Etc.*** All checks, drafts or other instruments for payment of money or notes of the Association shall be signed by such officer or officers or such other person or persons as stated herein or as shall be determined from time to time by resolution of the Board.

7.6 ***Deposits.*** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

7.7 ***Fiscal Year.*** The fiscal year of the Association shall be as determined by the Board.



## **ARTICLE VIII**

### **MANAGEMENT CONTRACT**

8.1 The Board may enter into a management agreement with a management company at a rate of compensation agreed upon by the Board. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

- a. Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures;
- b. Prepare monthly operating and cash position statements; and
- c. Analyze and compare operating receipts and disbursements against the Board approved budget. Where significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

## **ARTICLE IX MORTGAGES**

9.1 ***Notice to Association.*** An Owner who mortgages his Lot shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots."

9.2 ***Notice of Unpaid Assessments.*** The Association shall, at the request of a Mortgagee, report any unpaid assessments due from the Owner of such Lots.

## **ARTICLE X CONSTRUCTION**

10.1 ***Pronouns and Headings.*** All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for convenience only and neither limit nor amplify the provisions of these Bylaws.

10.2 ***Invalid Provision.*** If any one or more of the provisions of these Bylaws, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

**ARTICLE XI**  
**AMENDMENT OF BYLAWS**

These Bylaws may be Amended at any time by the vote of sixty-six and two-thirds percent (66 2/3%) of the Voting Members in the Association, except as otherwise required by the Declaration. In no event shall these Bylaws be amended to conflict with the Declaration. In the event of a conflict between the two documents, the Declaration shall govern and control, to the extent permitted by applicable law. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law, to amend the Bylaws to correct any clerical or typographical error or emission, or to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

First Amended Bylaws adopted by the Board and Members on October 13, 2009.

Second Amended Bylaws adopted by the Board and Members on March 27, 2021.

---

Secretary