

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dyana Limon-Mercado*

Dyana Limon-Mercado, County Clerk  
Travis County, Texas

Mar 05, 2025 09:10 AM Fee: \$ 161.00

**2025023391**

\*Electronically Recorded\*

This page is  
intentionally added for  
electronic file stamp.

**NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION, INC.**  
**DBA**  
**THE ESTATES AT CARRIAGE CROSSING**

---

THE STATE OF TEXAS       §  
   §  
 COUNTY OF TRAVIS       §

The undersigned, being the authorized representative of Seven Oaks Section IV Homeowners Association, Inc. dba The Estates at Carriage Crossing (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby states as follows:

1.     Property: The Property to which the Notice applies is described as follows:
  - a.     Seven Oaks, Section IV, a subdivision in Travis County, Texas according to the map or plat thereof recorded under File No. 200000181 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps and plats, if any.
  - b.     Lots 1, 2 and 3 of Carriage Crossing, Section Two (2), a subdivision in Travis County, Texas according to the map or plat thereof recorded in Book 98, Pages 143-144 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps and plats, if any.
2.     Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows. This recitation may not include further restrictive covenant documents, amendments and supplements governing the Property:
  - a.     Documents:
    - (1)    First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Oaks Section IV.
  - b.     Recording Information:
    - (1)    Travis County Clerk's File No. 2023135442.

3. Dedictory Instruments: In addition to the Dedictory Instruments identified in Paragraph 2 above, the following documents are Dedictory Instruments governing the Association:

- a. Articles of Incorporation of Seven Oaks Section IV Homeowners Association, Inc.
- b. Assumed Name Certificate – The Estates at Carriage Crossing [Filed with the Secretary of State January 16, 2024].
- c. Amended and Restated Bylaws of Seven Oaks Section IV Homeowners Association d/b/a The Estates at Carriage Crossing.
- d. Document Retention Policy for Seven Oaks Section IV Homeowners Association d/b/a The Estates at Carriage Crossing.

True and correct copies of such Dedictory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

Executed on this the 4<sup>th</sup> day of March, 2025.

**SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION,  
INC. DBA THE ESTATES AT CARRIAGE CROSSING**

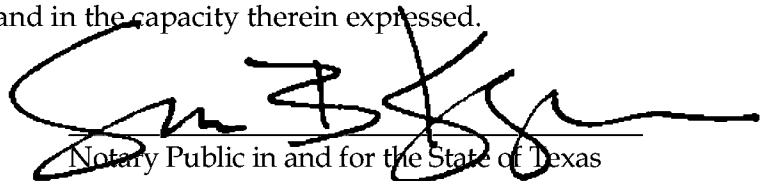
By: \_\_\_\_\_



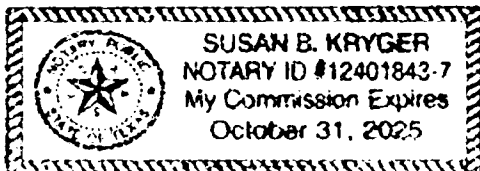
Ashley Koirtyohann, authorized representative

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 4<sup>th</sup> day of March, 2025, personally appeared Ashley Koirtyohann, authorized representative of Seven Oaks Section IV Homeowners Association, Inc. dba The Estates at Carriage Crossing, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



JAN 10 2002

**ARTICLES OF INCORPORATION  
OF  
SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION, INC.  
A Texas Non-Profit Corporation**

Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

**ARTICLE ONE**

**Name**

The name of the corporation is SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE TWO**

**Non-Profit Organization**

The Association is a non-profit corporation.

**ARTICLE THREE**

**Duration**

The period of its duration is perpetual.

**ARTICLE FOUR**

**Purposes and Powers**

The purpose or purposes for which said corporation is organized are to acquire, manage, provide, construct, equip, furnish, maintain, own and operate private recreational facilities and other common properties for the benefit and betterment of the residents and property owners in the Seven Oaks, Section IV Subdivision, being a subdivision in Travis County, Texas according to the map or plat hereof recorded as Document #200000181, Official Public Records, Travis County, Texas, Lots 1, 2 and 3, Carriage Crossing Section Two, a subdivision in Travis County, Texas, as shown by the map or plat thereof recorded in Book 98, Pages 143-144, Plat Records, Travis County, Texas and all additional lots, which are or become subject to the Declaration of Covenants, Conditions, and Restrictions recorded as Document #2001218110, Official Public Records of Travis County (the "Declaration"), Texas; and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this

purpose to:

- a. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, recorded in the Office of the County Clerk of Travis County, Texas, and as same may be supplemented or amended from time to time as therein provided;
- b. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association and to make disbursements, expenditures and payments on behalf of the Association's members as required by the Declaration and the By-Laws of the Association; and to hold as agent for said Association members' reserves for periodic repairs and capital improvements to be made as directed by the Association's Board of Directors;
- c. acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of this Association subject to the limitations set forth in the Declaration;
- d. borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as secured for money borrowed or debts incurred subject to the limitations set forth in the Declaration;
- e. dedicate, sell or transfer all or any part of the common properties owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
- f. contract with appropriate governmental authority regarding the construction, maintenance, repair and replacement of landscape and irrigation improvements for any public right-of-way within or abutting the above-described subdivision;

- g. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area as provided by the Bylaws and the Declaration;
- h. annex additional real property as provided in the Declaration, as the same may be amended from time to time as therein provided.
- i. contract with Declarant and other persons on such terms and provisions as the Board of the Association shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.

2. The Association is a non-profit corporation, without capital stock, organized solely for the purposes specified in this Article Four; and no part of its property, whether income or principal, shall ever inure to the benefit of any director, officer, or employee of the Association, or of any individual having a personal or private interest in the activities of the Association, nor shall any such director, officer, employee or individual receive or be lawfully entitled to receive any profit from the operations of the Association except a reasonable allowance for salaries or other compensation for personal services actually rendered in carrying out one or more of its stated purposes. The Association shall not engage in, and none of its funds or property shall be devoted to, carrying on propaganda or otherwise attempting to influence legislation.

## ARTICLE FIVE

### Membership

Every record owner, whether one or more persons or entities, of title to any developed or undeveloped lot or lots subject, by covenants of record, to assessment by the Association, including contract sellers, developers and builders, shall be a voting member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Any mortgagee or lienholder who acquires title to any lot which is a part of the above-described property, to the extent that the lot or lots are subject to the provisions of the Declaration, through judicial or non-judicial foreclosure, shall be a member of the Association.

**ARTICLE SIX**  
**Voting Rights**

The Association shall have two (2) classes of voting membership:

**Class A:** Class A Member(s) shall be all record owners of a Lot or Lots, with the exception of Bee Cave Road Associates, a California limited partnership, (the "Declarant"), and each such Class A Member shall be entitled to one (1) vote. If more than one (1) person or entity holds an interest in any lot, such voting shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

**Class B:** The Class B Member shall be the Declarant, Bee Cave Road Associates, a California Limited Partnership, and its successors and assigns, and shall be entitled to three (3) votes for each lot owned, provided that the Class B membership shall cease and be converted to Class A membership upon the occurrence of any one of the following events:

(a) the expiration of one hundred twenty (120) days after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (subject to reversion back to Class B membership upon the annexation of additional property as provided in the Declaration); or

(b) the expiration of fifteen (15) years after the conveyance of the first Lot by Declarant.

**ARTICLE SEVEN**  
**Registered Agent**

The street address of the initial registered office of the Association is 2001 North Lamar, Austin, Texas 78705 and the name of its initial registered agent at such address is Bill Flickinger.

**ARTICLE EIGHT**  
**Dissolution**

The Association may be dissolved with the written consent of not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to

a public body, or conveyed to a nonprofit association with similar purposes.

**ARTICLE NINE**  
**Board of Directors**

The number of directors constituting the initial Board of Directors is three (3). The directors need not be members of the Association. The names and addresses of the persons who are to serve as the initial directors are as follows:

<u>Name</u>	<u>Address</u>
Lewis E. Cook, Jr.	3 Harbor Drive, Ste. 303 Sausalito, CA 94965
Ralph Reed	1508 South Lamar Blvd. Austin, Texas 78704
Gary Cutsinger	210 North River Hills Road Austin, Texas 78733

**ARTICLE TEN**  
**Incorporator**

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
Bill Flickinger	2001 North Lamar Austin, Texas 78705

**ARTICLE ELEVEN**  
**Amendment**

Amendment of these Articles shall require the assent of two-thirds (2/3) of the votes of the Association.



**ARTICLE TWELVE**  
**FHA/VA Approval**

If any prospective Owner of a Lot subject to the Declaration applies for FHA or VA mortgage financing and receives a commitment therefore, and so long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional properties, mergers, consolidations, mortgaging or sale of substantially all of the common properties of the Association, dissolution and amendment of these Articles.

**ARTICLE THIRTEEN**  
**Limitation of Liability**

No director of the Association shall be personally liable to the Association or its members for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director for (1) breach of a director's duty of loyalty to the Association (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or (4) an act or omission for which the liability of a director is expressly provided for by statute. Neither the amendment nor repeal of this Article shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment or repeal. If the Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act is hereinafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act as so amended from time to time.

IN WITNESS WHEREOF I hereunto set my hand this 10<sup>th</sup> day of January, 2002.

By:   
 Bill Flickinger  
 Incorporator



Office of the Secretary of State  
Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697  
(Form 503)

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 800045114 1/16/2024  
Document #: 1322492180002  
Image Generated Electronically  
for Web Filing

**ASSUMED NAME CERTIFICATE  
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

**The Estates at Carriage Crossing**

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

**SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION, INC.**

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is  
: **01/16/2034**

5. The entity is a : **Domestic Nonprofit Corporation**

6. The entity's principal office address is:

**120 River Hills Rd., #3, Austin, TX, USA 78733**

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

**ALL COUNTIES LISTED BELOW:  
TRAVIS,**

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

**SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION, INC.**

**Name of the entity**

By: **Elizabeth Raiford, President**

Signature of officer, general partner, manager,  
representative or attorney-in-fact of the entity

FILING OFFICE COPY

**AMENDED AND RESTATED BYLAWS  
OF  
SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION  
D/B/A  
THE ESTATES AT CARRIAGE CROSSING**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

I, Betsy Gochmour, Secretary of Seven Oaks Section IV Homeowners Association d/b/a The Estates at Carriage Crossing (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 14 day of August, 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

**AMENDED AND RESTATED BYLAWS**

**Article I**

**Name, Membership, Definitions, Applicability and Membership**

Section 1. **Name.** The name of the Association is Seven Oaks Section IV Homeowners Association (hereinafter referred to as the "**Association**").

Section 2. These Bylaws replace and supersede any and all previous Bylaws adopted by the Association including, but not limited to, the Bylaws filed at Clerk's File No. 2023135442 in the Official Public Records of Real Property of Travis County, Texas.

Section 3. **Declaration.** "Declaration" as used in these Bylaws will mean the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Oaks Section IV, filed in the Official Public Records of Real Property of Travis County, Texas at Clerk's File No. 2023135442, as amended or supplemented, if any.

Section 4. **Definitions/Gender.** All capitalized terms used in these Bylaws will have the same meanings as those set forth in the applicable Declaration unless otherwise provided. Pronouns, wherever used in these Bylaws, will include all persons regardless of gender.

Section 5. **Applicability.** These Bylaws are applicable to the Seven Oaks Section IV Homeowners Association. All present or future Members, Owners, and their employees, guests, tenants, residents or other persons that use Association facilities in Seven Oaks Section IV Homeowners Association or any property owned by or under the jurisdiction of the Association (the "**Common Area**") in any manner are subject to the terms and provisions of these Bylaws.

Section 6. Member. "Member" as used in these Bylaws will mean those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "Board of Directors" or "Board". "Board of Directors" or "Board" as used in these Bylaws will mean the Association's Board of Directors.

Section 8. Director. "Director" as used in these Bylaws will mean a member of the Association's Board of Directors.

Section 9. Certificate of Formation. "Certificate of Formation" as used in these Bylaws will mean the Association's Articles of Incorporation, as amended, if any.

## Article II

### Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Member Meetings. Meetings of the Association will be held at a location designated by the Board and within a convenient proximity to association members or will be held in such other manner as allowed by law and approved by the Board such as videoconferencing

Section 2. Annual Meetings of the Members. The annual meeting of the Association and the election for the Board of Directors will be held each year on a date, at a time, and at a place designated by the Board. No business will be transacted at the annual meeting except as stated in the annual meeting notice.

Section 3. Special Meetings of the Members. Special meetings of the Members may be called at any time by the President of the Board. In addition, it will be the duty of the President to call a special meeting of the Association if so directed by vote of a majority of a quorum of the Board or upon a petition signed by Members representing at least a 25% of the total votes of the Association. When a special meeting is requested by a petition of the Members, the request must include the proposed purpose of the special meeting. When a special meeting of the Members is called by the President, the Board or a petition of the Members, the Board will set the date, time and place of the special meeting. When a special meeting is requested by a petition of the Members: (a) the Board will cause the notice of the special meeting to be given within ten (10) business days of receipt of the request; (b) the special meeting must be held within thirty (30) days of the date the Board receives the special meeting request. The notice of any special meeting will state the date, time, and place of such meeting and the purpose thereof. No business will be transacted at a special meeting except as stated in the special meeting notice. If the purpose of a special meeting called for by petition of the Members is unlawful or requests a Member vote on a matter that is in the purview of the Board's authority under the Declaration, these Bylaws, or state law, the Board is not required to call the special meeting. Members may not call a special meeting of the Association as provided in this section; however, the Board is obligated to call the special meeting of the Association upon the submission of a petition in accordance with this section unless the petition is unlawful or requests a Member vote on a matter that is in the purview of the Board's authority under the Declaration, these Bylaws, or state law.

Section 4. Notice of Member Meetings. It will be the duty of the Secretary or the Association's management agent if so directed by the Board, to send to each Member written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such written notice will be delivered by: (a) regular mail to Members who have not registered an electronic mail ("e-mail") address with the Association; and (b) by e-mail to Members who have registered an e-mail address with the Association. If agreed upon by both the Board and the Member, the Association may also provide notice in any other method authorized by statute. All meeting notices sent by regular mail will be sent to the Member's address last appearing on the books of the Association. All meeting notices sent by email will be sent to the Member's e-mail address last appearing in the books of the Association. It is the Member's obligation to notify the Association in writing of the Member's current mailing and/or e-mail address. Any change in the Member's mailing address or e-mail address must be provided in writing to the Association's Secretary or to such other party as designated by the Board. For an election or vote to be taken at a meeting of the Members, notice will be served not less than ten (10) nor more than sixty (60) days before the meeting. If mailed, the notice of a meeting will be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If sent by e-mail, the notice will be deemed to be delivered when the electronic message is transmitted [See Texas Business and Organizations Code Section 6.051(b)(2)]. The Board may designate the management agent, if any, as the party responsible for sending meeting notices. Notwithstanding any other language in these Bylaws, the Board may, at its discretion, choose to send a meeting notice by regular mail only to all Members.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy (if applicable), will be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy (if applicable) of at least twenty-five (25%) of the total votes of the Members as of the time of the meeting will constitute a quorum at all meetings of the Association. Once quorum is established at a meeting, all properly noticed business may be conducted even if the number of Members present in person or by proxy (if applicable) falls below quorum during the meeting. Notwithstanding any language to the contrary herein, if there is no vote of the Members to be conducted at or as part of a Member meeting, the quorum requirement for the Member meeting will be the number of persons who attend the meeting in person and/or the number of persons who either listen to or view the Member meeting by virtual means.

Notwithstanding any language to the contrary in these Bylaws, the quorum required to approve annual meeting minutes will be the number of Members attending the annual meeting in person

and approval of the annual meeting minutes requires the approval of a simple majority of those Members present in person at the annual meeting. In the event that the annual meeting is held virtually, a copy of the previous year's annual meeting minutes will be provided to the Members with the annual meeting notice or made available for Member review in such other manner approved by the Board and, unless a Member submits to the Association in writing: (a) an objection to the annual meeting minutes, a basis for the objection, and a proposed amendment to cure the objection (which may be approved by the Board at the virtual annual meeting); or (b) a proposed amendment to the annual meeting minutes which may be approved by the Board at the virtual annual meeting, the previous year's annual meeting minutes as submitted to the Members will be deemed approved by the Board. The Board may also make any corrections it deems necessary to a previous year's annual meeting minutes and approve same at a virtual annual meeting. There is no quorum requirement for approval of annual meeting minutes by the Board at a virtual meeting.

If a vote of the Members (including the election of Directors) is held by absentee ballot voting only, or by electronic voting only if allowed by law, or by a combination of absentee ballot and electronic voting, and no in person or proxy voting is allowed for the vote, there is no quorum requirement to hold the Member meeting.

Section 7. Adjournment of Member Meetings. If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy (if applicable), the presiding officer may adjourn the meeting and reconvene at a time not more than thirty (30) days from the time the original meeting was called. If the date, time and place for reconvening the meeting is fixed by the presiding officer at the time of adjournment, further notice of the time and place for reconvening the meeting is not required to be given to the Members. If the date, time and place for reconvening the meeting is not fixed by the presiding officer at the time of adjournment, notice of the date, time and place for reconvening the meeting will be given to Members in the manner prescribed herein for a first called meeting.

Section 8. Meeting Agenda. The Board will set the agenda for all meetings of the Members. Unless otherwise provided by the Board, the agenda shall be:

1. Roll call, Establishment of a Quorum
2. Proof of Notice of Meeting or Waiver of Notice
3. Approval of Prior Meeting Minutes
4. President's Report - State of the Association
5. Treasurer's Report - Presentation and approval of budget
6. Report of Management Agent, if any and if present
7. Report of Committees, if any
8. Election of Member(s) to the Board of Directors (when so required)
9. Old Business
10. New Business
11. Adjournment

Section 9. Voting (See also the section titled "Voting Procedure for the Election of Directors" in Article III of these Bylaws). The voting rights of the Members will be as set forth in the

Declaration; provided that, all Members will have the right to vote in the election of Directors. Except as otherwise provided in these Bylaws and/or unless otherwise determined by the Board, Members may vote in person or by proxy (if applicable) or, upon approval by the Board, by any other voting method allowed by statute or these Bylaws. The Board will, in its sole and absolute discretion, determine what voting method(s) will be used in the election of Directors or other Association vote. Per Texas Property Code Section 209.00592 (or its successor statute), the Association is not required to provide a Member with more than one voting method. Each Member is entitled to one vote for each Lot owned by the Member. There will be no fractional votes, split votes, or cumulative voting. The vote of one Owner of a Lot will constitute the vote cast for all Owners of the Lot. In no event will more than one vote be cast with regard to one Lot. If the Owners of a Lot casts a vote in a conflicting manner, the vote for that Lot is void. Notwithstanding any other language in these Bylaws, the Board is authorized to determine that an election vote or other vote of the Members will be conducted solely by: (a) electronic voting; or (b) absentee ballots; or (c) a combination of both electronic voting and voting by absentee ballot. If a vote is conducted solely by electronic voting, the electronic voting by the Owners will be treated as voting by absentee ballot for the purposes of these Bylaws and the Texas Property Code.

Section 10. Required Vote. With the exception of the election of Directors (See Article III) or a Member meeting at which the reduced quorum requirement is in effect, the approval of a majority of the votes cast/entitled to be cast by the Members present, in person or by proxy (if applicable), at a meeting at which a quorum is present will be the act of the meeting of Members, unless otherwise provided by statute or by these Bylaws or by the Declaration.

Section 11. Absentee Ballots. Notwithstanding any other language in these Bylaws, a majority of the Board may, but is not required to, authorize the use and implementation of an absentee ballot in any election or other Association wide vote that it deems appropriate. When absentee ballots are authorized by the Board for an Association wide vote, said ballots will be prepared and mailed to the Members at least twenty (20) days before the latest date on which a ballot may be submitted to be counted. Completed ballots will be returned to the Association in accordance with the instructions contained on the ballot. Per Texas Property Code Section 209.00592 (or its successor statute), an absentee ballot will be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. If utilized, absentee ballots must be signed by at least one Owner of the Lot. An Owner shall not assign the Owner's right to sign an absentee ballot to a third party.

Section 12. Tabulation of Ballots. All ballots for an Association election or vote will be tabulated in accordance with Section 209.00594 of the Texas Property Code (or its successor statute). The Board may designate the Association's management agent to oversee and/or participate in the tabulation of ballots. Per Texas Property Code Section 209.00594(c), only a person who tabulates votes or performs a recount under Texas Property Code Section 209.0057 may be given access to ballots cast in an election or vote. If the election is held outside of a meeting and there are no volunteers to tabulate ballots, the ballots may be tabulated by employees of the Association's management company or such other persons as designated by the Board. Per Texas Property Code Section 209.00594(b-1) (or its successor statute), a person who tabulates votes may not disclose to any other person how an individual voted.



Section 13. Proxies. Notwithstanding any other language in these Bylaws, the Board is not required to allow voting by proxy for an Association election or vote. If utilized, all proxies will be in writing and filed with the Secretary or other designated person at or before the meeting at which proxies will be utilized. Every proxy will be revocable and will automatically cease upon: (a) conveyance by the Member of the Member's interest in a Lot; (b) receipt of notice by the Association of the death or judicially declared incompetence of a Member; (c) receipt of written revocation; or (d) completion of voting at that meeting or completion of voting on the specific agenda item identified in the proxy. Proxies must be dated to be valid. The Board may announce for any vote or any meeting at which proxies are to be utilized a deadline for accepting proxies. Proxies not delivered or submitted prior to the announced deadline, if any, will not be valid and will not be counted for quorum or any other purpose. Only the proxy approved by the Board and distributed by the Association will be valid at any meeting of the Members. If utilized, proxies may be submitted to the Association in person, by email, , by mail, by delivery, or by photograph sent by electronic means. The Board may also allow proxies to be filed with or delivered to the Association's management agent. A Member may only appoint either another Member or the Member's spouse as the Member's proxy holder and proxies may be voted only by another Member of the Association or a Member's spouse.

Section 14. Conduct of Meetings. The President will preside over all meetings of the Association and the Secretary, or another person designated by the Board, will keep the minutes of the meeting and record in a minute book, or posted to the Association website, all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The Board, with the approval of the President, may designate the Association's management agent to preside at meetings and/or keep meeting minutes. If the President is unable or unwilling to preside at a meeting, the Board may designate another member of the Board or the Association's management agent to preside at a meeting.

Section 15. Member Action Without a Member Meeting. To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this section will have the same force and effect as a unanimous vote of the Members. The Board may also act between meetings as authorized by Texas Property Code Section 209.0051(h) or its successor statute.

Section 16. Member Meeting Rules and Regulations. The Board may, in its sole and absolute discretion, adopt rules and regulations regarding how meetings of the Members will be conducted.

### Article III

#### Board of Directors: Number, Powers, Meetings

Section 1. Governing Body: Composition. The affairs of the Association will be governed by a Board of Directors. Each Director must be a Member of the Association. No more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. Any Director who ceases to be a Member of the Association is immediately ineligible to serve on the Board and is automatically considered removed from the Board. A person is not eligible to serve on the Board if the person has been convicted of a felony or crime involving moral turpitude within the previous twenty (20) years and there is written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority. Per the Texas Property Code, a person is not eligible to serve on the Board if the person cohabits at the same primary residence with another Board member of the Association. If persons who cohabit are elected to the Board in the same election, the person with the most votes will serve on the Board and the other person(s) is disqualified from serving on the Board.

Section 2. Number and Term of Directors. The Board will be comprised of three (3) positions, unless the number of positions on the Board is increased or decreased by amendment to these Bylaws. The Association may not have less than three Board positions in accordance with Texas Business and Organizations Code Section 22.204(a) or its successor statute. The term of each Director elected by the Members will be three years. The term of each Director will expire at the annual meeting held in the third year after the year in which the Director is elected or, if the election is held outside of a meeting, when the election results are announced in the third year after the year in which the Director is elected. If the election of Directors is conducted outside of a meeting, the election results shall be announced no later than three business days after the date by which votes must be cast.

Section 3. Candidates for Election to the Board. All Members have the right to run for a position on the Board subject to the disqualifying factors in Article III, Section 1 of these Bylaws. Each year, prior to the date of the annual meeting of the Members or election for the Board, the Association will take reasonable steps to notify all Members of the election and inform the Members how a Member may submit the Member's name to be placed on the ballot. The Association must be notified by the Member who desires to run for a position on the Board, not by another Member, to confirm the Member's desire to run for election and to serve on the Board. All Members who notify the Association in the timeframe given by the Association will be candidates whose names will appear on any ballot and/or directed proxy (if applicable) that is provided to the Members. A candidate may submit a one letter size page, one side printed only document with resume and/or biographical information to the Association by the specified date. If provided by the candidate, the candidate's resume/biographical information may, in the sole and absolute discretion of the Board, be provided to the Members at any preelection candidate forum, and/or with the notice of annual meeting provided to all Members, and/or be made available on the Association's website, and/or be made available at the election meeting. The Association may also promulgate a candidate information form to be completed by each candidate in a Board election. If candidate resumes/biographical information and/or the candidate information form are distributed to or made available to the Owners in any manner, the Association will, subject to the page limitation set by the Board, provide all resume/biographical information and/or candidate information forms provided by all

candidates that were submitted in accordance with this section unless, in the sole and absolute discretion of the Board, the submitted documentation includes offensive content.

Section 4. Nominations from the Floor/Write-In Candidates. The Board may, in its sole and absolute discretion, allow nominations from the floor from qualified candidates according to these bylaws. There will not be write-in candidates on absentee ballots or electronic ballots.

Section 5. Nominating Committee. The Board is not required to establish a Nominating Committee. If appointed by the Board, the Nominating Committee will: (a) consist of a Chairman, who will be a member of the Board, and one or more Members of the Association (which Committee members may also be Board members); (b) be appointed by the Board at any time prior to each annual meeting of the Members and will serve until the close of the annual meeting; and (c) will make as many nominations for election to the Board as it shall in its discretion determine. The Board may, but is not required to, designate candidates approved by the Nominating Committee on any ballot or directed proxy (if applicable) disseminated by the Association.

Section 6. Voting Procedure for the Election of Directors (See also the section titled "Voting" in Article II of these Bylaws). Unless the election is conducted solely by absentee ballot or electronic voting (or a combination of both) outside of a meeting as provided in these Bylaws, the election of the Board will be conducted at the annual meeting of the Association or in such other manner allowed by law and approved by the Board. At such election, each Member, or the Member's proxy holder (if applicable) may cast, with respect to each vacancy, as many votes as the Member is entitled to exercise under the provisions of these Bylaws and the Declaration. Unless otherwise determined by the Board, voting for Directors will be by written and signed ballots.

Only the ballot and voting method approved by the Board will be used in the election of Directors. In the event of an uncontested race (i.e., the number of candidates is equal to or less than the number of open Board positions), written and signed ballots will not be required, and the candidate(s) will be placed on the Board without the necessity of a vote. There is no requirement for quorum to be obtained to place a candidate(s) on the Board in the event of an uncontested election. Cumulative voting is not permitted. The candidate(s) receiving the most votes will be elected to the open position(s). If the terms of the open Board positions are not the same, the candidate(s) with the most votes will fill the longer term(s). The winning candidate(s) will take office at later of the conclusion of the Member meeting at which the Director was elected or when the election results are announced.

Tie votes between two persons will be decided by coin toss. In the event of a tie vote between three or more persons, the vote will be decided by placing the names of the persons in a container and drawing a name(s). The name(s) drawn first will be declared the winner. The resolution of all tie votes will be overseen by the Association's Secretary or by such other person designated by the Board. The Board may designate the Association's managing agent to oversee the resolution of tie votes.

Notwithstanding any other language in these Bylaws, if the election for the Board is conducted solely by electronic voting or by absentee ballots (or a combination of both): (a) no quorum is necessary for the election of Directors; and (b) the candidate(s) receiving the most votes will be elected to the open position(s) and will take their place on the Board when the election results are announced.

If multiple voting methods are allowed, a vote cast by a Member in person at an election meeting (if applicable) will prevail over a vote cast by any other type of voting method. A vote cast by electronic voting (if applicable) will prevail over any other voting method except an in person vote cast at an election meeting. A vote cast by an absentee ballot (if applicable) will prevail over a proxy (if applicable) signed by a Member.

Section 7. Resignation from the Board. A member of the Board may resign from the Board at any time by giving written notice (including e-mail notice) to the Board, the President, or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. If a Director orally resigns from the Board and then refuses to give written notice of resignation after being requested to do so in writing (including an e-mail request), the Board may note the resignation in the minutes of the next Board meeting at which time the oral resignation will be deemed to be effective.

Section 8. Vacancies on the Board. A vacancy on the Board arising because of death, resignation, removal or otherwise will, unless otherwise determined by the Board, be filled by a majority of the remaining Directors though less than a quorum or, when applicable, by a sole remaining Director. Any Director so appointed will hold office for the unexpired term of the Board position to which s/he was appointed. If by reason of death, resignation, or otherwise, the Association has no Directors in office, any Member of the Association may call a special meeting of Members for the purpose of electing a Board.

Section 9. Removal of Directors. Any Director may be removed from the Board, with or without cause, by the affirmative vote of a majority of the total number of votes in the Association (and not a majority of a quorum of Members voting in such removal vote) voting in person or by proxy (if applicable) or by any other voting method allowed by law and approved by the Board. If the vote to remove a Director(s) is held at a meeting of the Members: (a) quorum must be obtained at the meeting for the vote to be valid; and (b) any Director(s) whose removal is proposed must be given the opportunity to be heard at the meeting; and (c) notice that a vote to remove a Director(s) must be included in the meeting notice. Notwithstanding any other language in these Bylaws, any provision regarding a reduction in the quorum requirement is not applicable to a meeting and/or a vote to remove a Director. If the Board 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 serve on the Board and will, therefore, be immediately considered removed from the Board. Any Director may be removed by a vote of a majority of the remaining Directors as the result of the Director's failure, without just cause, to attend three (3) consecutive regularly

scheduled meetings of the Board. "Just cause" means any event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director's family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director's livelihood and/or employment. In the event of the removal of a Director under this section, a successor for the removed Director will be appointed by a majority of the remaining Directors or, if applicable, by the sole remaining Director. The Board may initiate a vote to remove a Director upon the approval of at least a majority of the Board of Directors. The Members may initiate a vote to remove a Director by calling for a special meeting of the Members pursuant to Article II of these Bylaws for the purpose of removing a Director.

Section 10. Recount of Votes. Any Member may request a recount of the votes of an election. A request for a recount must be submitted not later than the 15<sup>th</sup> day after the date of the meeting of the Members at which an election or vote was held or the date of the announcement of the results of the election or vote if no meeting was held. For purposes of this section, the term "submitted" will mean the date on which the recount request is deposited in the mail or delivered in person or by electronic mail in accordance with the requirements of this section. A demand for a recount must be submitted in writing either:

- a. by verified mail to the Association's mailing address as reflected on the last recorded management certificate;
- b. by electronic mail sent either to the Association's electronic mailing address or to a board member, or
- c. in person to the Association's management agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots (if applicable) were mailed.

Recounts will be conducted in accordance with Texas Property Code Section 209.0057.

Section 11. Regular Board Meetings. Regular meetings of the Board may be held at such time, date, and place as will be determined from time to time by a majority of the Directors. The frequency of regular meetings will be as deemed necessary and appropriate by the Board or as otherwise required by the applicable governing documents. Notice of each regular meeting will be given to all Members as required by law. The Board may participate in and hold a regular or special meeting by means of:

- a. conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- b. another suitable electronic communications system, including video conferencing technology or the Internet, only if:
  - i. each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and

- ii. the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant;
- iii. all Directors may hear and be heard by every other Director;
- iv. iv. except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Directors and Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and
- v. the notice of the meeting includes instructions for Members to access any communication method required to be accessible under subsection iv above.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet will constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

**Section 12. Special Meetings of the Board of Directors.** Special meetings of the Board will be held when called by the President or by a majority of the Directors then in office. The notice will specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice will be given to each Director by anyone of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or (c) if authorized by statute, by email. All such notices will be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail will be deposited into a United States mailbox, at least five (5) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile will be delivered or given at least three (3) days before the time set for the meeting. The provisions in Article III of these Bylaws regarding Notice of Board Meetings are applicable to a special meeting of the Board.

**Section 13. Notice of Board Meetings.** The Board shall give Members notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in closed executive session.

The notice for a regular meeting of the Board must be either:

- a. mailed to all Members at least ten (10) days [but not more than sixty (60) days] before the date of the meeting; or
- b. as of September 1, 2021, provided at least 144 hours before the start of the regular meeting by:
  - i. posting the notice in a conspicuous manner reasonably designed to provide notice to the Members, either in or on a Common Area or, with the owner's consent, on conspicuously located privately owned property within the Association, or on the Association's website; and
  - ii. emailing the notice to all Members who have registered their email address with the Association.

The notice for a special meeting of the Board must be either:

- a. mailed to all Members at least ten (10) days [but not more than sixty (60) days] before the date of the meeting; or
- b. provided at least 72 hours before the start of the special meeting by:
  - i. posting the notice in a conspicuous manner reasonably designed to provide notice to the Members, either in or on a Common Area or, with the owner's consent, on conspicuously located privately owned property within the Association, or on the Association's website; and
  - ii. emailing the notice to all Members who have registered their email address with the Association.

It is a Member's responsibility to register and keep an updated email address with the Association.

Section 14. Waiver of Notice of a Board Meeting. Notice of a Board meeting will be deemed to have been properly given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

Section 15. Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors then in office will constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the decision of the Board. A meeting at which a quorum is initially present may continue and business may be transacted notwithstanding the withdrawal of Directors during the meeting if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, the President (or other presiding officer of the meeting) may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at the original meeting, further notice of the time and place for reconvening the meeting is not required to be given to the Directors. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting will be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken will be approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting. Open or vacant Board positions will not be counted when determining quorum for a meeting of the Board.

Section 16. Compensation/Director Contracts. No Director will receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred on Association business. Directors may receive compensation from

the Association when taking action at the request of the Association other than in the capacity of Director, however, the Association must comply with Texas Property Code Section 209.0052 before entering into a contract with a Director.

**Section 17. Conduct of Board Meetings.** The President will preside over all meetings of the Board and the Secretary, or such other Director and/or management agent, if any, or office staff as the Board may designate, will keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. If the President is unwilling or unable to preside at a Board meeting, then the Secretary or such other Board member as designated by a majority of the Board will preside at the Board meeting. The Board may, with the President's approval, designate the management agent, if any, or office staff to preside over the Board meeting.

**Section 18. Open Board Meetings.** All meetings of the Board will be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. If a Member unreasonably disrupts a meeting of the Board or repeatedly interrupts the discussion between Directors, the Board will have the authority, after an initial warning, to cause that Member to be removed from the meeting. A Board meeting may be held by electronic or telephonic means provided that (a) each Director may hear and be heard by every other Director, (b) all Members in attendance at the meeting may hear all Directors (except if adjourned to executive session), and (c) all Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate.

**Section 19. Board Meeting Executive Session.** The Board may adjourn a regular or special Board meeting and reconvene in a closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in executive session will be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any 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. If the executive session is held at the end of a properly noticed Board meeting, the oral summary of the actions taken in the executive session may be presented at the next properly noticed Board meeting.

**Section 20. Board Action Outside of Board Meeting.** The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. The President will determine the time period for the Board members to express an opinion and vote in accordance with the time frame described above. If the Board President is unwilling or unable to determine such time period, a majority of the Directors then in office will determine the time period. The vote of a majority of the Directors under this provision will constitute the decision of the Board. Any action taken without notice to



Members under this section 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 meeting. The Board may not, unless done in an open meeting for which prior notice was given to all Members in accordance with state law, consider or vote on:

- a. fines;
- b. damage assessments;
- c. initiation of foreclosure actions;
- d. initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- e. increases in assessments;
- f. levying of special assessments;
- g. appeals from a denial of architectural control approval;
- h. a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue;
- i. lending or borrowing money
- j. the adoption or amendment of a dedicatory instrument;
- k. the approval of an annual budget or the approval of an amendment of an annual budget;
- l. the sale or purchase of real property;
- m. the filling of a vacancy on the Board;
- n. the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or
- o. the election of an officer.

Section 21. Board Authority. The Board of Directors is responsible for the affairs of the Association and has all of the powers and duties necessary for the administration of the Association's affairs. The Board of Directors may take all actions and do all things on behalf of the Association unless otherwise provided in the Declaration, the Association's Certificate of Formation, or these Bylaws.

The Board of Directors has the authority, but not the obligation [unless otherwise required by law or the Association's Dedicatory Instruments [as that term is defined in Section 202.001(1) of the Texas Property Code], to do the following (by way of explanation, but not limitation):

- a. Prepare and adopt an annual budget.
- b. Provide for the operation, care, upkeep, and maintenance of all of the Common Area including establishing rules and regulations governing the use of the Common Area and establishing fines and/or penalties for the infraction thereof including, but not limited to, suspending a Member's right (or a tenant's right) to use the Common Area to the extent allowed by law.

- c. Designate, hire, and dismiss the personnel necessary for the operation of the Association and for the maintenance, repair, and replacement of Association property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.
- d. Collect the assessments, depositing the proceeds thereof in a bank depository and using the proceeds to administer the Association.
- e. Make and amend rules, regulations and policies for the Association.
- f. Adopt, establish, and amend from time to time, a fine schedule or fine policy for any infraction of the Association's Dedicatory Instruments.
- g. Open bank accounts on behalf of the Association and designating the signatories required.
- h. Make, or contract for the making of, repairs, additions, and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty.
- i. Enforce, by legal means, the provisions of the Declaration, these Bylaws, and all other rules, regulations and policies adopted by the Association, and bring any proceeding which may be instituted on behalf of or against the Members concerning the Association.
- j. Suspend a Member's right (or a tenant's right) to use Common Area during any period in which such Member: (i) has failed to pay an assessment (or any portion thereof) or any other charge (or any portion thereof) authorized by the Association's Dedicatory Instruments or state law; or (ii) or such Member's family member(s), guest(s) or tenant(s) has violated the Association's Dedicatory Instruments and the Member has been notified of such violation in writing by the Association.
- k. Obtain and carry insurance against casualties and liabilities, including directors' and officers' liability insurance, and paying the premium cost thereof.
- l. Pay the cost of all services rendered to the Association or its Members and not directly chargeable to Members.
- m. Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records will be kept in accordance with generally accepted accounting practices and will be available as required by Texas law.

- n. Provide, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not limitation, the status of the Association, the status of payment of assessments and related charges on a Lot and the status of compliance with the provisions of the Declaration. The Association may charge a fee for providing such information.
- o. Charge fees associated with the transfer of title to a Lot including a "transfer fee" and a fee for the preparation of a Resale Certificate.
- p. Issue, or cause to be issued, upon demand by a Member or by a Member's representative at the time of the sale or refinance of a property under the jurisdiction of the Association, a statement setting forth what charges, if any, are due and owing to the Association. The Association may charge a fee for the issuance of such statement. The Association may authorize a third party to provide such statement and the Member is responsible to pay the fee of the third party.
- q. Adopt policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.
- r. Enforce the rules, regulations and policies of the Association.
- s. Exercise any other power as authorized or allowed by the Association's Dedicatory Instruments or state law.
- t. Charge to a Member and place on the Member's assessment account the actual cost to repair any damage to Association Common Area or to any other real or personal property that the Association maintains that is caused by the Member or the Member's guest(s), tenant(s), invitee(s), etc.
- u. Acquire by gift, purchase, or otherwise own, hold, improve upon, build, enjoy, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use, or otherwise dispose of, real or personal property in connection with the business of the Association.

Section 22. Management Agent. The Board may, but is not required to, employ for the Association a professional management agent or agents, or manager, at a compensation rate established by the Board, to perform such duties and services as the Board shall authorize.

Section 23. Board Member Residency Requirement. As authorized by Texas Property Code Section 209.00591(a-1), no more than one position on the Board may be occupied by a Member who does not reside in the Section Oaks Section IV Subdivision. "Reside" as used in this section

shall mean that: (a) the Member is a record owner of a property in the Section Oaks Section IV Subdivision that is the Member's homestead as designated by the Travis County Appraisal District; and (b) the Member has an unexpired State of Texas issued driver's license or an unexpired State of Texas identification card which reflects the street address of the Member's homesteaded property in the Section Oaks Section IV Subdivision. If the election for the Board results in more than one non-resident Member candidate(s) receiving more votes than a resident Member candidate(s), the non-resident Member candidate receiving the most votes will serve on the Board and, if applicable, the resident Member candidates receiving the most votes will fill the other positions on the Board that are up for election. Under no circumstance shall more than one non-resident Member be elected to serve on the Board at one time.

#### Article IV

##### Officers

Section 1. Officers. The officers of the Association will be the President, Vice President/Secretary and Treasurer. All officers must also be members of the Board. The Board may select, appoint and/or remove such other officers as it shall deem appropriate, such officers to have the authority to perform the duties prescribed by these Bylaws and/or the duties prescribed from time to time by the Board.

Section 2. Multiple Offices. Any two or more offices may be held by the same person except the offices of President and Secretary in accordance with Texas Business and Organizations Code Section 22.231(a).

Section 3. Election, Term of Office, and Vacancies. The officers of the Association will be elected annually from within and by the Board at the first meeting of the Board held after the Board election. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board. All officers serving at the time of the Board election shall hold their office until the first meeting of the Board held after the Board election.

Section 4. Officer Removal. Any officer may be removed by a majority vote of the Board, at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby. The Board may fill any vacant officer position in the open session of a properly noticed Board meeting.

Section 5. Officer Powers and Duties. The officers of the Association will each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The chief executive officer of the Association will be the President. The Treasurer will have primary responsibility for the preparation of the budget, and, with the approval of the Board, may delegate all or part of the preparation and notification duties to a finance committee or a management agent.

Section 6. Resignation of an Officer. Any officer may resign his or her office at any time by giving written notice (including e-mail notice) to the Board, the President, the Secretary, or the Association's management agent. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. If a Director orally resigns his or her office and then refuses to give written notice of resignation after being requested to do so in writing (including an e-mail request), the Board may, if the Director in question does not attend the next Board meeting for any reason, note the resignation in the minutes of the next Board meeting at which time such oral resignation will be effective.

Section 7. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, and leases of the Association will be executed by the President of the Association or, if the President is unwilling or unable to execute such document, by at least one (1) officer designated by the Board or by such other person or persons as may be designated by resolution of the Board. The Board may designate any officer of the Association to execute any other Association document.

Section 8. Compensation. No officer may receive any compensation from the Association for acting in such capacity.

## Article V Committees

The Board is authorized to form committees as it deems necessary or as required by the Declaration. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by the Board. Such committees will perform such duties and have such powers as directed by the Board. The size of each committee will be in the sole and absolute discretion of the Board. Unless otherwise provided by the Declaration, the Board has the authority to appoint and remove committee members at any time, with or without cause, in its sole discretion. The Board may, but is not required to, adopt committee rules or a committee charter for any committee formed under these Bylaws which rules or charter may describe, among other things, the function of the committee and the rules under which the committee will operate.

## Article VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the corporation will begin on the first day of January and end on the 31<sup>st</sup> of December of every year.

Section 2. Parliamentary Rules. Simple parliamentary procedure will govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies among the provisions of Texas law, the Declaration, the Certificate of Formation, these Bylaws, and/or any rules, regulations or policies of the Association, the provisions of Texas law, the Declaration, the Certificate of Formation, these Bylaws, and the rules, regulations or policies of the Association (in that order) will prevail.

Section 4. Books and Records. Books and records of the Association will be retained by the Association in accordance with the Association's Records Retention Policy. Each Member or Member's designated representative will have a right to either inspect the requested books and records before obtaining copies or to have the Association forward copies of the requested books and records in accordance with the Association's recorded Open Records Policy. This provision will not require the Association to release or allow inspection of books and records that are not required by law to be released or inspected, as set forth in the Association's recorded Open Records Policy.

Section 5. Member's Mailing Address. It is the responsibility and obligation of each Member who owns a Lot under the jurisdiction of the Association to provide the Member's mailing address to the Association and to promptly notify the Association in the event the Member's mailing address changes. The Association may accept a notification of a change in an Member's mailing address sent by regular mail or e-mail. Unless the Association is otherwise notified in writing, the Member's mailing address shall be deemed to be the street address of the Member's Lot or the last alternative mailing address provided to the Association by the Member in writing. All notices to a Member pursuant to these Bylaws shall be mailed to the Member at the Member's last known mailing address. If mail to a Member is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Member may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Member's current mailing address or to obtain the Member's current mailing address. Any costs incurred by the Association to verify a Member's current mailing address or obtain a Member's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Member. The failure of a Member to receive a notice(s) or to properly notify the Association of a change in a Member's mailing address shall in no way waive or negate the Member's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of the Member's mailing address.

Section 6. Audit. An audit of the accounts of the Association will be performed by a qualified, independent certified public accountant as frequently as deemed necessary by the Board. Each audit will be in accordance with generally accepted auditing standards to obtain reasonable assurance that the Association's financial statements are free of material misstatements, to assess accounting principles used, and to evaluate the overall financial statement presentation.

Section 7. Indemnification. The Association must indemnify a director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a claim or

proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

Section 8. Invalidation. The invalidation of any term or provision of these Bylaws by a court of competent jurisdiction will not operate to void or otherwise invalidate the remaining terms and provisions hereof.

Section 9. Amendment. These Bylaws may be amended by: (a) a majority vote of the Board pursuant to Section 22.102 of the Texas Business Organizations Code; or (b) a majority vote of the Members present at any properly noticed regular or special meeting of the Members at which a quorum is present, in person or by proxy (if applicable), subject to notice requirements provided by law or in these Bylaws; or (c) as long as at least enough votes are cast to constitute a quorum, a simple majority vote of the Members by any other method of voting by the Members that is authorized by law and approved by the Board, subject to notice requirements provided by law or in these Bylaws. Notwithstanding any language to the contrary in these Bylaws, any reduced quorum provision does not apply to a Member vote to amend these Bylaws.

**CERTIFICATION**

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 1 day of March, 2025.

**SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION D/B/A  
THE ESTATES AT CARRIAGE CROSSING**

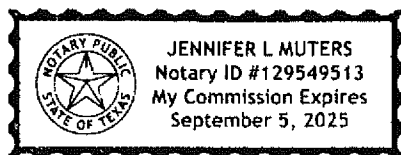
By: Betsy Gochmour

Printed: Betsy Gochmour

Its: Secretary

THE STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS       §

BEFORE ME, the undersigned notary public, on this 1<sup>st</sup> day of MARCH, 2025 personally appeared BETSY GOCHMOUR, as Secretary of Seven Oaks Section IV Homeowners Association d/b/a The Estates at Carriage Crossing, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Jennifer L. Muters  
Notary Public in and for the State of Texas



**DOCUMENT RETENTION POLICY**  
*for*  
**SEVEN OAKS SECTION IV HOMEOWNERS ASSOCIATION**  
**D/B/A**  
**THE ESTATES AT CARRIAGE CROSSING**

---

STATE OF TEXAS           §  
                                      §  
 COUNTY OF TRAVIS       §

WHEREAS, the property encumbered by this Document Retention Policy (the "Policy") is that property restricted by the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Seven Oaks Section IV, filed in the Official Public Records of Real Property of Travis County, Texas at Clerk's File No. 2023135442, as same has been or may be amended from time to time (the "Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of Seven Oaks Section IV Homeowners Association d/b/a The Estates at Carriage Crossing (the "Association"); and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts this Policy for the purpose of prescribing the document retention policy pursuant to Section 209.005 of the Texas Property Code; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish this Policy concerning the retention of records of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Document Retention Policy, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy shall become effective upon the recording of same. After the effective date, this Policy shall replace any previously recorded or implemented policy that addresses the subjects contained herein.

This Policy provides for the future systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

The Association retains specific documents for the time periods outlined in the attached Exhibit "A." Documents that may not be specifically listed will be retained for the time period of the documents most closely related to them as listed in the schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the attached Exhibit "A" will be maintained for the identified time period.

---

*Document Retention Policy for Seven Oaks Section IV Homeowners Association d/b/a The Estates at Carriage Crossing*  
 Page 1 of 3

The Custodian of Records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished via shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Document Retention Policy was approved on the 12 day of August, 2025, at a meeting of the Board of Directors at which a quorum was present, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this the 1 day of March, 2025.

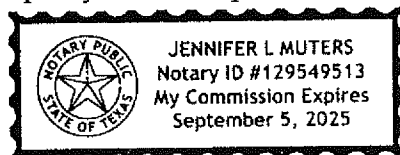
SEVEN OAKS SECTION IV HOMEOWNERS  
ASSOCIATION  
D/B/A THE ESTATES AT CARRIAGE CROSSING

By: Betsy Gochnour  
Printed: Betsy Gochnour

Its: Secretary

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 1<sup>st</sup> day of MARCH, 2025 personally appeared BETSY GOCHNOUR, Secretary of Seven Oaks Section IV Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Jennifer L. Muters  
Notary Public in and for the State of Texas

Document Retention Policy for Seven Oaks Section IV Homeowners Association d/b/a The Estates at Carriage Crossing  
Page 2 of 3

EXHIBIT "A" DOCUMENT RETENTION POLICY			
DOCUMENT TYPE	DEFINED	TIME PERIOD	EXCEPTION
Account Records of Current Owners	Member assessment records	Five (5) years	Unless period of ownership exceeds five (5) years, then retain last five (5) years.
Audit Records	Independent Audit Records	Seven (7) years	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity	Later of: (i) four (4) years after completion of performance; or (ii) four (4) years after expiration of the contract term.	
Financial Books & Records	Year End Financial Records and supporting documents	Seven (7) years	
Minutes of Board & Owners Meetings	Board minutes and written consents in lieu of a meeting; Annual member meetings	Seven (7) years	
Restrictive Covenants	And all amendments	Permanently	
Tax Returns	Federal and State Income and Franchise Tax Returns and supporting documentation	Seven (7) years	

Document Retention Policy for Seven Oaks Section IV Homeowners Association d/b/a The Estates at Carriage Crossing  
Page 3 of 3