

BYLAWS OF
PRADERA RIDGE HOMEOWNERS' ASSOCIATION, INC.
(A Texas Nonprofit Corporation)

ARTICLE 1 - INTRODUCTION

1.1 **Purpose of Bylaws.** These Bylaws (“Bylaws”) provide for the governance of PRADERA RIDGE HOMEOWNERS ASSOCIATION, INC. (“Association”) a Property Owners Association, as that term is defined in Texas Property Code §209.002(7), whose Members consist of the owners of Lots in Pradera Ridge Subdivision, located in Wilson County, Texas (“Subdivision”), covered by a dedicatory instruments entitled Declaration of Covenants, Conditions and Restrictions for Pradera Ridge, recorded as Document No. 132943, Official Records of Wilson, County, Texas (“Declaration”).

1.2 **Definitions.** Words and phrases defined in the Declaration shall have the same meanings when used in these Bylaws. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Texas Property Code § 209.002 shall have the same meaning when used in these Bylaws. The following words and phrases shall have specified meanings when used in these Bylaws:

A. “Association” means and refers to Pradera Ridge Homeowners’ Association, Inc, its successors and assigns.

B. “Board of Directors” or “Board” means the Board of Directors of PRADERA RIDGE HOMEOWNERS ASSOCIATION, INC., the group of persons vested with the management of the affairs of the Association.

C. “Board Meeting” means a deliberation between a quorum of the voting Board, or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action; and does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance of the Board at a regional, state, or national convention or ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or conference.

D. “Business Organizations Code” means the governing laws of the State of Texas for nonprofit corporations.

E. “Officer” means an Officer of the Association. “President,” “Vice-President,” “Secretary,” and “Treasurer” mean, respectively, the President, Vice-president, Secretary, and Treasurer of the Association.

F. “Dedicatory instrument” means each governing instrument covering the establishment, maintenance, and operation of the Subdivision. The term includes the Declaration, Certificate of Formation, Bylaws, Rules and Regulations, Alternative

Payment Guidelines, and Open Records and Records Retention Policies, and any other policies or rules adopted by the Association or the Board.

G. “Director” means a member of the Board of Directors of the Association.

H. “Governing documents” means, collectively, the Declaration, these Bylaws, the Certificate of Formation, Design Guidelines, Policies, and the Rules and Regulations of the Association.

I. “Majority” means more than 50 percent.

J. “Managing Agent” means the Association’s designated representative as it appears on the Management Certificate.

K. “Management Certificate” means the instrument required to be recorded pursuant to Section 209.004 of the Texas Residential Property Owners Protection Act.

L. “Member” means a Member of the Association, each Member being an Owner of a Lot in the Subdivision, unless the context indicates that a Member means a member of the Board of Directors or a member of a committee of the Association.

M. “Owner” shall mean and refer to the holder of record, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract buyers (a buyer under an executory contract for conveyance), but excluding those having such interest merely a security for the performance of an obligation (*i.e.* holders of mortgages and home equity loans).

N. “Policies” mean the Alternative Payment Guidelines, the Records Production and Copying Policy, and Open Records and Records Retention Policies.

O. “Texas Residential Property Owners Protection Act” or “The Act” shall refer to Texas Property Code Chapter 209, as same may be amended or repealed in whole or in part.

Other definitions contained in the Declaration are incorporated herein by reference, as if fully set forth.

1.3 **Nonprofit Purpose.** The Association is not organized for profit and is governed by Chapter 22 of the Business Organizations Code.

1.4 **Compensation.** A Director, Officer, or Member will not receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association shall be distributed to, or inure to the benefit of a Director, Officer, or Member; provided, however, that a Director, Officer, or Member may be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.

1.5 **General Powers and Duties.** The Association, acting through the Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision as may be required or permitted by the governing documents and state law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the governing documents.

ARTICLE 2 - MEMBERSHIP

2.1 **Membership.** Every Owner of any Lot is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. All present or future Members are subject to the Certificate of Formation, Declaration and these Bylaws, Policies and Rules enacted by the Board of Directors, and other dedicatory instruments. Further, membership in the Association will signify that the Owner has designated the Association as its representative to initiate, defend or intervene in litigation or an administrative proceeding affecting the enforcement of the Declaration or the protection, preservation or operation of the Subdivision.

2.2 **Classes of Membership.** The Association shall initially have two classes of Membership:

A. Class "A" Members shall be all Owners with the exception of the Class "B" Member; and

B. Class "B" Member shall be Declarant, its successors and assigns who take title for the purposes of development and sale of the Subdivision. Class B membership shall cease and become converted to Class A membership one hundred twenty (120) days after seventy-five percent (75%) of the Lots are owned by Class A Members.

ARTICLE 3 - GOVERNING BODY

3.1 **Board of Directors.** The Board of Directors shall govern the Association, each of whom shall have one (1) vote. The Board shall consist of three (3) Directors. Directors shall be elected at the first annual meeting. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent, death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but shall not be less than three (3); however, a decrease in the number of Directors may not shorten the term of an incumbent Director.

3.2 **Qualification and Term.** After the Class "B" membership ceases to exist pursuant to the terms of the Declaration, all Directors must be Members of the Association. At the first annual meeting after the expiration of the Class "B" membership ceases to exist, the Members shall elect one Director to a three-year term, one Director to a two-year term, and one Director to a one-year term.

3.3 **Co-Owners.** Co-owners of a single Lot may not serve on the Board at the same time. Co-Owners of more than one Lot may serve on the Board at the same time, provided the number of Co-Owners serving at one time does not exceed the number of Lots they co-own.

3.4 **Election.** The election of Directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, e-mail, or a combination of mail, facsimile transmission, and e-mail. Any Board Member whose term has expired must be elected by the Members.

3.5 **Vacancies.** A Board Member may be appointed by a majority of the remaining Board Members only to fill a vacancy caused by resignation, death, or disability. Each Director so elected shall serve out the remaining term of his predecessor.

3.6 **Removal of Directors.** At any Annual or special meeting of the Association, any one or more of the Directors may be removed with or without cause by Members representing a majority of the votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. However, if the Board is presented with written, documentary evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted or placed on deferred adjudication, or community supervision in connection with sexual offenses or crimes that involve dishonesty or fraud, the Member is immediately ineligible to serve on the Board, and is automatically considered removed from the Board, and is prohibited from future service on the Board.

3.7 **Meetings of the Board.** Regular and special board meetings must be open to Owners, subject to the right of the board to adjourn a board meeting and reconvene in 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 Owners, or 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 the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3.8 **Notice of Board Meetings.**

A. To Board members. Notice of special meetings shall be provided to each Director at least 72 hours before the start of the meeting. Attendance of a Director at a meeting constitutes a waiver of notice, unless the Director attends a 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.

B. To Members. Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of

any matter to be brought up for deliberation in executive session. The notice shall be mailed to each Member not later than the tenth day or earlier than the sixtieth day before the date of the meeting; or provided at least one hundred forty-four hours before the start of a regular board meeting and at least seventy-two hours before the start of a special board meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located in the Common Area or on any Internet website maintained by the Association or other Internet media; and sending the notice by e-mail to each owner who has registered an e-mail address with the Association. It is an Owner's duty to keep an updated e-mail address registered with the Association.

3.9 **Special Meetings of the Board.** Special meetings of the Board may be called by the President or, if he or she is absent or refuses to act, by any two Directors. At least three days notice shall be given to each Director, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting.

3.10 **Conduct of Meetings.** The President shall preside over all meetings of the Board and the secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

3.11 **Quorum.** At all meetings of the Board, a Majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If less than a quorum is present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A Director present by proxy at a meeting may not be counted toward a quorum.

3.12 **Proxy.** A Director may vote in person or, by proxy executed in writing by the Director. A proxy expires three months after the date the proxy is executed.

3.13 **Place of Meetings.** Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the Subdivision is located.

3.14 **Method of Meeting.** The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners, if each Director consents and may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners 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, without prior notice to Owners, consider or vote on fines, damage assessments, initiation of foreclosure actions, initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, increase in Regular Assessments, levying of Special Assessments, appeals from a denial of architectural control approval, 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, lending or borrowing money; the adoption or amendment of a dedicatory instrument, the approval of an annual budget or an amendment of an annual budget that increases the budget by more than ten percent, the sale or purchase of real property, filling of a vacancy on the Board, construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or election of an office.

3.15 **Minutes.** The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed Management Certificate or, if there is not a Managing Agent, to the Board.

3.16 **Action without a Meeting.** Subject to the provisions herein, any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if all of the Directors individually or collectively consent in writing to such action. The written consent shall be filed with the minutes of the Board. Action by written consent shall have the same force and effect as a unanimous vote.

3.17 **Powers and Duties.** The Board shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Subdivision. The Board may do all such acts and things except those which, by law or the governing documents are reserved to the Members and may not be delegated to the Board. The act of a majority of the Directors present in person or by proxy at a meeting at which a quorum is present is the act of the Board of Directors. Without prejudice to the general and specific powers and duties set forth in laws or the governing documents, or such powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board shall include, but shall not be limited to, the following:

3.18 **Rules and Regulations.** The Board, by resolution may from time to time adopt and publish Rules and Regulations governing use of the Common Area and the personal conduct of the Members, and their guests, and may suspend the right to use of the Common Area, after notice and hearing, pursuant to Sections 209.006 and 209.007 of the Act.

3.19 **Delinquent Accounts.** The Board may establish, levy, and collect reasonable late charges for Members' delinquent accounts. The Board may also establish a rate of interest to be charged on Members' delinquent accounts, provided the rate of interest does not exceed eighteen percent (18%) or the maximum rate permitted by state law, whichever is the lesser.

3.20 **Employees.** The Board may employ independent contractors or employees as deemed necessary, and may prescribe their duties.

3.21 **Fines.** In addition to, or in lieu of, other remedies as provided by law, the Board may levy fines for each day or occurrence that a violation of the dedicatory instruments persists after notice and hearing, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the dedicatory instruments.

3.22 **Contracts for Services.** The Board may enter into contracts for services on behalf of the Association, and, when appropriate, shall solicit competitive bids based on a standard statement of work prepared or approved by the Board.

3.23 **Professional Association Management Services.** The Board may employ a Managing Agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board. The Board shall execute and file Management Certificates in accordance with Section 209.004 of the Act.

3.24 **Financial Records and Annual Reports.** The Board shall maintain current and accurate financial records with complete entries as to each financial transaction of the Association, including income and expenditures, in accordance with generally accepted accounting principles. The Board shall annually prepare or approve a financial report for the Association for the preceding year. The report must include: a statement of support, revenue and expenses, statement of changes in fund balances, a statement of functional expenses, and a balance sheet for each fund.

ARTICLE 4 - OFFICERS

4.1 **Designation.** The principal Officers of the Association shall be the President, the Vice-president, the Secretary, and the Treasurer. The Board may appoint such other Officers and Assistant Officers as it deems necessary. The President and Vice-president shall be Directors. Other Officers may, but need not, be Directors. Any two offices may be held by the same person, except the offices of President and Secretary. If an Officer is absent or unable to act, the Board may appoint a Director to perform the duties of that Officer and to act in place of that Officer, on an interim basis.

4.2 **Election of Officers.** Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

4.3 **Removal and Resignation of Officers.** A majority of Directors may remove any Officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An Officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an Officer who is also a Director does not constitute resignation or removal from the Board.

4.4 **Description of Principal Officers.**

A. President. The President will: (i) preside at all meetings of the Association and of the Board; (ii) have all the general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect. The President shall not vote except to break a tie.

B. Vice-president. The Vice-president, in the absence of the President or in the event of the President's inability or refusal to act, shall perform the duties of the President. The Vice-president shall perform such duties as are assigned by the President and Board.

C. Secretary. The Secretary shall: (i) keep the minutes of all meetings of the Board and of the Association; (ii) have charge of such books, papers, and records as the Board may direct; (iii) maintain a record of the names and addresses of the Members for the mailing of notices; (iv) prepare and give all notices in accordance with the Texas Business Organizations Code and the governing documents; act as the custodian of records of the Association; (v) review all mail on behalf of the Association; keep a current register of the names and addresses of Members; and (vi) in general, perform all duties incident to the office of Secretary.

D. Treasurer. The Treasurer shall: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vi) perform all the duties incident to the office of Treasurer.

4.5 **Authorized Agents**. Except when the governing documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, by written resolution. In the absence of Board designation, the President and the Vice-president shall be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 5 - MEETINGS OF THE ASSOCIATION

5.1 **Annual Meeting**. Annual meetings of the Association shall be held on the first Tuesday of December each year, or within thirty days thereafter. At the annual meeting the Members shall elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them. Notwithstanding any other provision in these Bylaws, the Board shall call an Annual Meeting of the Members of the Association. If the Board does not call an Annual Meeting of the Association members, an Owner may demand that a meeting of the Association Members be called in accordance with Texas Property Code § 209.014.

5.2 **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 ten percent of the Class A Voting Members.

5.3 **Place of Meetings.** Except for a meeting held by electronic or telephonic means, a Members' meeting must be held in a county in which all or part of the property in the Subdivision is located.

5.4 **Notice of Meetings.** Not later than the tenth day or earlier than the sixtieth day before the date of an election or vote, the Association shall give written notice of the election or vote to each Owner in the Association, for purposes of an Association-wide election or vote or to vote for the election of members of the Board. For voting not at a meeting, notice must be given not later than the twentieth day before the latest day on which a ballot may be submitted to be counted. The special meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to an Owner must state the purpose of an association-wide election or vote and is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid.

5.5 **Voting Members List.** The Board shall prepare and make available a list of the Association's voting Members in accordance with Business Organizations Code Section 22.158. The list must identify the Members who are entitled to notice, the address of each voting Member, and the number of votes each voting Member is entitled to cast at the meeting. Not later than the second business day after the date notice is given of a meeting for which a list was prepared in accordance with this section, and continuing through the meeting, the list of voting Members must be available at the office of the Managing Agent for inspection by Members entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting.

5.6 **Quorum.** At any meeting of the Association, the presence in person or by proxy of Members entitled to cast at least ten percent of the votes that may be cast for election of the Board shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

5.7 **Lack of Quorum.** If a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present and represented.

5.8 **Votes.** Members of the Association shall have one vote for each Lot owned in the Subdivision. The vote of Members representing at least a majority of the votes cast at any meeting at which a quorum is present shall be binding upon all Members for all purposes, except when a higher percentage is required by the Declaration or these Bylaws. There shall be no cumulative voting. The voting rights of an Owner may be cast or given in person or by proxy at a meeting of the property owners' association; by absentee ballot in accordance with this section; or by electronic ballot in accordance with these Bylaws.

5.9 **Proxies.** Unless otherwise provided by the proxy, a proxy is revocable and expires eleven months after the date of its execution. A proxy may not be irrevocable for longer than eleven months.

5.10 **Voting Methods.** Voting Members may, at the option of the Board, vote in person, by proxy, by absentee ballot, by electronic ballot, or by any other process approved by the Board. A Member must be allowed to vote by absentee ballot or proxy, but the Board is not required to provide a Member with more than one voting method.

5.11 **Conduct of Meetings.** The President, or any person designated by the Board shall preside over meetings of the Association. The Secretary shall keep, or cause to be kept, the minutes which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting.

5.12 **Adjournment of Meeting.** At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

ARTICLE 6 - COMMITTEES

6.1 **Appointment of Committees.** The Board may appoint committees by resolution to advise or assist the Board with its responsibilities. The resolution shall establish the purposes and powers of each committee created, provide for the appointment of its Members, as well as chairman, and shall provide for reports, termination, and other administrative matters deemed appropriate by the Board. Committees may be appointed from among the Members or professionals in the area of expertise for which the Committee is formed.

ARTICLE 7 - RULES AND REGULATIONS

7.1 **Rules.** The Board shall have the right to establish and amend reasonable Rules and Regulations for: (i) the administration of the Association and the governing documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Subdivision; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such Rules may not be in conflict with law or the governing documents. The Board shall, at all times, maintain the then current and complete Rules in a written form which can be copied and distributed to the Members, and shall be recorded in the Official Public Records of Real Property of Wilson County, Texas.

7.2 **Adoption and Amendment.** Any Rule may be adopted, amended, or terminated by the Board, provided that the Rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

7.3 **Notice and Comment.** The Board shall give written notice to an Owner of each Lot of any amendment, termination, or adoption of a Rule, or shall publish same in a newsletter or similar publication which is circulated to the Members, at least ten (10) days before the Rule's effective date. Any Member so notified shall have the right to comment orally or in writing to the Board on the proposed action.

7.4 **Distribution.** Upon written request from any Member or Resident, the Board shall provide a current and complete copy of the Rules.

ARTICLE 8 - OBLIGATIONS OF THE OWNERS

8.1 **Owners' Addresses.** The Owner or the several Co-Owners of a Lot shall register and maintain one mailing address to be used by the Association for mailing of statements, notices, and all other communications. The Owner shall keep the Association informed of the Member's current mailing address. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Lot shall be deemed to be his mailing address.

8.2 **Compliance with Documents.** Each Owner shall comply with the provisions and terms of the governing documents, and any amendments thereto. Further, each Owner shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

ARTICLE 9 – ASSESSMENTS

9.1 **Lien and Personal Obligation of Assessments.** Declarant hereby covenants for each Lot within the subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of his or her deed for such Lot, whether or not it shall be so expressed in his or her deed, to pay annual assessments to the Association. Such assessments will be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees, will be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors of title of such person or persons unless expressly assumed by them.

9.2 **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the Owners, and for the improvement and maintenance of the common areas. Without limitation, the Association may use the funds derived from Annual Assessments, for the following:

- a) Maintenance and repair of the common areas and the detention ponds;
- b) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the common area.
- c) Workman's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association;
- d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes.

9.3 **Minimum Assessments.** The current minimum assessment of \$300.00 per year will be paid by all Lot Owners, including Developers, with the payment being due and payable January 1, and continuing annually on January 15 each year after a Lot is acquired by the Owner.

9.4 **Commencement and Collection of Annual Assessments.** The Annual Assessments provided for herein shall commence as to all Lots, including any resubdivided Lot or Lots. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments are to be paid annually.

9.5 **Effect of Nonpayment of Assessment; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear an automatic late fee as determined by the Board as well as interest from the due date at a rate equal to the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, and in addition to the assessment, the late fees, interest and attorney's fees shall be a lien on the property and a personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for here in by abandonment of his Lot. Any attorney's fees that are incurred can be added to the Owner's account, even if a lawsuit has not been filed.

9.6 **Notice.** The Association will provide written notice to the Owner by certified mail that:

- a) specifies each delinquent amount and the total amount of the payment required to make the account current;
- b) describes the options the owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the association; and
- c) provides a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken.

9.7 **Subordination of Assessment Lien to Mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 10 - ASSOCIATION RECORDS

10.1 **Availability.** The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the owner as the Owner's agent in accordance with this section. An Owner is entitled to obtain from the Association copies of information contained in the books and records. An Owner or the Owner's authorized representative must submit a written request for access or information by certified mail, facsimile transmission, or email with sufficient detail describing the Association's books and records requested, to the Association or authorized representative as reflected on the most current Management Certificate. The request must contain an election either to inspect the books and

records before obtaining copies or to have the Association forward copies of the requested books and records and if an inspection is requested, the Association, on or before the tenth business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association, or if copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the tenth business day after the date the Association receives the request. If the Association is unable to produce the books or records requested on or before the tenth business day after the date the Association receives the request, the Association must provide to the requestor written notice that informs the requestor that the Association is unable to produce the information on or before the tenth business day after the date the Association received the request, and states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth business day after the date notice under this Article is given. The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.

10.2 Open Records Policy. The Board has adopted a Records Production and Copying Policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested under this section, and is recorded in the Official Public Record of Real Property Records of Wilson County, pursuant to Section 209.005 of the Act. The prescribed charges may include all reasonable costs of materials, labor. The Association may not charge an owner for the compilation, production, or reproduction of information requested under this section unless the policy prescribing those costs has been recorded as required by this subsection. An Owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this section.

ARTICLE 11 - NOTICES

11.1 Co-Owners. If a Lot is owned by more than one person, notice to one Co-Owner shall be deemed notice to all Co-Owners.

11.2 Delivery of Notices. Any written notice required or permitted by these Bylaws may be given personally, by mail, by facsimile transmission, or by e-mail.

11.3 Waiver of Notice. Whenever any notice is required to be given to an Owner, Member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a Member or Director at any meeting of the Association or Board, respectively, shall constitute a waiver of notice by such Member or Director of the time, place, and purpose of such meeting. If all Members or Directors are present at any meeting of the Association or Board, respectively, no notice shall be required and any business may be transacted at such meeting.

ARTICLE 12 - AMENDMENTS TO BYLAWS

12.1 **Proposals.** These Bylaws may be amended by a Majority of the Members. The Association shall provide each Member with a detailed description of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

12.2 **Consents.** An amendment shall be adopted by the vote, in person or by proxy, or written consents of Members representing at least a Majority of the votes cast or present at a meeting for which a quorum is obtained.

12.3 **Effective.** To be effective, each amendment must be in writing and be signed by at least two Officers acknowledging the requisite approval of Members, and be delivered to each Member at least 10 days before the amendment's effective date.

ARTICLE 13 - GENERAL PROVISIONS

13.1 **Conflicting Provisions.** If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

13.2 **Severability.** Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

13.3 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

13.4 **Waiver.** No restriction, condition, obligation, or covenant in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

[SIGNATURE PAGE FOLLOWS]

The undersigned Members of the Board of Directors have executed these Bylaws effective JUNE 15, 2023.

Bryan Gumm
Bryan Gumm

Jack Gumm
Jack Gumm

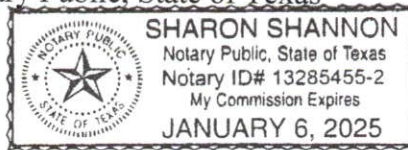
Andrew Werner
Andrew Werner

STATE OF TEXAS §
COUNTY OF Refugio §

This instrument was acknowledged before me on the 15th day of June, 2023, by Bryan A. Gumm, President of the Pradera Ridge Homeowners Association, Inc., on behalf of such Association.

Sharon Shannon
Notary Public, State of Texas

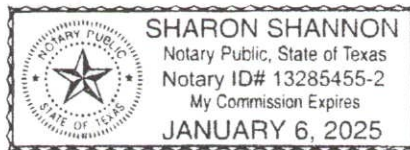
STATE OF TEXAS §
COUNTY OF Refugio §



This instrument was acknowledged before me on the 15th day of June, 2023, by Jack Gumm, Vice President of the Pradera Ridge Homeowners Association, Inc., on behalf of such Association.

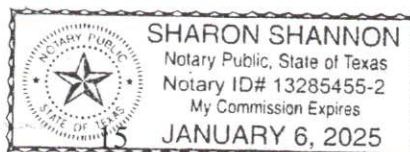
Sharon Shannon
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Refugio §



This instrument was acknowledged before me on the 15th day of June, 2023, by Andrew Werner, Secretary and Treasurer of the Pradera Ridge Homeowners Association, Inc., on behalf of such Association.

Sharon Shannon
Notary Public, State of Texas





VG-5943-2023-133600

Wilson County
Genevieve Martinez
Wilson County Clerk

Instrument Number: 133600

Real Property Recordings

Recorded On: June 20, 2023 04:26 PM

Number of Pages: 16

" Examined and Charged as Follows: "

Total Recording: \$82.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 133600
Receipt Number: 20230620000049
Recorded Date/Time: June 20, 2023 04:26 PM
User: Mary S
Station: cclerk01

Record and Return To:

PRADERA RIDGE HOA



STATE OF TEXAS
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

Genevieve Martinez

Genevieve Martinez
Wilson County Clerk
Floresville, TX