

# **Bylaws**

BY-LAWS  
OF  
BRIDLEWOOD HOMEOWNERS ASSOCIATION, INC.

**BRIDLEWOOD HOMEOWNERS ASSOCIATION, INC.****BY-LAWS****ARTICLE I****Name and Address**

**Section 1.1 Name.** The name of this association shall be the BRIDLEWOOD HOMEOWNERS ASSOCIATION, INC. (the "Association").

**Section 1.2 Address.** The office of the Association shall be at the place to be designated by the Board of Directors, subject to transfer upon notice to the Members of the Association.

**Section 1.3 Registered Agent.** The Association shall have and continuously maintain in the State of Texas a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical to the principal office in the State of Texas, and the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II****Applicability**

**Section 2.1 Applicability.** These By-Laws shall be applicable to the Association. In accordance with the terms of the Master Declaration of Covenants, Conditions and Restrictions for Bridlewood (attached hereto as Exhibit "A") (the "Declaration"), the Declarant (for such time as Declarant is the owner of any portion of the Property), and all present and future Owners shall be Members of the Association and all Owners and any other person who shall be permitted to use the Common Areas shall be subject to these By-Laws and to any rules and regulations adopted from time to time by the Board of Directors. Ownership, rental or occupancy of any Lot in the Property shall be conclusively deemed to mean that the Owner, tenant or occupant has accepted, ratified and will comply with these By-Laws and any rules and regulations of the Association.

**ARTICLE III****Purpose**

**Section 3.1 Association Purpose.** The purpose of the Association is to promote the health and welfare of the Members and to protect and enhance the value of the Property, including, without limitation, providing for the management, maintenance, repair and replacement

of the Common Areas. The Association does not contemplate pecuniary gain or profit to its Members as a result of membership in the Association.

**ARTICLE IV**  
**Definitions and Interpretation**

**Section 4.1** Definitions. The following terms shall have the meanings set forth below:

"Assessments" shall have that meaning set forth in Section 4 of the Declaration.

"Board of Directors" shall mean those persons serving as Directors pursuant to Article VII of these By-Laws.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Common Areas" shall have that meaning set forth in the Declaration and shall include any improvements or facilities intended for use by the Members and located in such Common Areas.

"Declarant" shall have that meaning set forth in the Declaration.

"Director" shall mean a member of the Board of Directors.

"Lot" shall have that meaning set forth in the Declaration.

"Member" shall have the meaning set forth in Section 5.1.

"Owner" shall have that meaning set forth in the Declaration.

"Property" shall have that meaning set forth in the Declaration.

**Section 4.2** Interpretation. In the event of a conflict of interpretation between the provisions set forth in these By-Laws and the Declaration, the Declaration shall govern. In the event that the Code is hereafter amended or changed, both the Declaration and these By-Laws shall be interpreted in a manner which conforms to the provisions of the Code with respect to non-profit entities, it being the intention to preserve the status of the Association as a bona-fide non-profit entity.

**ARTICLE V**  
**Member**

**Section 5.1 Membership.** The Members of the Association shall be (i) the Owners or collective co-Owners of Lots subjected to the Declaration (Class A Members) and (ii) the Declarant (the sole Class B Member until the time of membership conversion [as described in the Declaration] and thereafter a Class A Member for so long as Declarant owns any portion of the Property). Votes in the Association are allocated among the Members pursuant to Section 8 of the Declaration.

**Section 5.2 Affirmative Vote.** Except as otherwise provided herein or in the Declaration, the Members of both Class A and Class B (collectively, the "Members") shall be entitled to vote upon any decision or resolution and the majority of votes cast shall determine the passage of any decision or resolution. A vote may be cast either in person or by proxy, by Members of record who are entitled to vote, excepting any Member whose voting rights have been suspended (as described in Section 8(c) of the Declaration). Notice and quorum requirements shall be as set forth in the Declaration. Cumulative voting shall not be permitted.

**Section 5.3 Membership List.** The Secretary shall be responsible for maintaining, at the principal office of the Association, an updated list of Members and their last known post office addresses as provided by each Member. The list shall also show opposite each Member's name the address of the Lot(s) he owns. The list shall be revised by the Secretary to reflect changes in the ownership of Lots occurring prior to the date of the annual or special meeting. The list shall be open to inspection by all Members and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary shall also keep current and retain custody of the minute book of the Association which shall contain the minutes of all annual and special meetings of the Association and the Board of Directors and all resolutions of the Board of Directors (the "Minute Book").

**Section 5.4 Proxies.** Votes may be cast by written proxy or by ballot. Written proxies may be submitted by United States mail or delivered to the office of the Association or delivered directly to the Secretary of the Association. A proxy vote shall be defined as a written vote submitted by a Member which either states the specific vote of the Member with respect to the issues, resolutions or election being voted on by the Members at the annual or special meeting or which is written permission for the Board of Directors or a specific Director to exercise the Member's vote(s) as the Board of Directors or the specific Director sees fit.

**ARTICLE VI**  
**Meetings of the Association**

**Section 6.1 Place of Annual and Special Meetings.** All annual and special meetings of the Association shall be held at the principal office of the Association or at another suitable and convenient place permitted by law and fixed by the Board of Directors from time to time and designated in the notices of the meetings.

**Section 6.2 Date of Annual Meetings.** Annual meetings of the Association shall be held each year on a date as shall be fixed by the Board of Directors. The Members may transact any business which may properly come before the meeting.

**Section 6.3 Notice of Annual Meetings.** The Secretary shall mail notices of annual meetings to each Member directed to the most recent post office address provided to the Association by such Member, as shown on the records of the Association, by regular mail, postage prepaid. This notice shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these By-Laws. In lieu of mailing notice as herein provided, notice may be delivered by hand to the Members or left at their residences in their absence.

**Section 6.4 Special Meeting.** It shall be the duty of the President to call a special meeting of the Association in the following situations: (a) the holding of elections of Directors pursuant to the terms of Section 7.2 of these By-Laws; (b) whenever he is directed to do so by resolution of the Board of Directors; or (c) upon presentation to the Secretary of a petition stating the specific purpose of the special meeting, which petition has been signed by the Members having not less than twenty-five percent (25%) of the votes entitled to be cast at such meeting.

**Section 6.5 Notice of Special Meetings.** The Secretary shall mail or deliver notice of any special meeting of the Association to each Member in the manner provided in Section 6.3 of these By-Laws. The notice shall state the same items required by Section 6.3 of these By-Laws for notices of annual meetings. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds (2/3) of the Members of each class of Members present at the special meeting, either in person or by proxy.

**Section 6.6 Order of Business.** The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Approval of the minutes of the preceding meeting.
- (d) Reports of officers and committees.
- (e) Election of Directors, if applicable.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

**Section 6.7 Action Without Meeting by Written Ballot.** Any action which may be taken by the vote of the Members at a regular or special meeting, other than the election of Directors, may be taken without a meeting if done in compliance with relevant provisions of the Texas Business Corporation Act, the Non-Profit Corporation Act and the Miscellaneous Corporate Statutes. If an action is taken without a meeting, the Board shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the proposal at a regular or special meeting authorizing the action.

## ARTICLE VII Board of Directors

**Section 7.1 Number of Directors.** The affairs of the Association shall initially be governed by a Board of Directors consisting of three Directors. The initial Directors shall be those Directors named in the Articles of Organization. The initial Directors shall serve until their successors take office. Until the Transitional Meeting (as described in Section 7.2 of these By-Laws), the successor Directors shall be appointed by and at such time as determined by the Declarant provided, however, within one hundred twenty (120) days following such time as twenty-five percent (25%) of the Lots within the Property have been conveyed to Owners other than Builders, the Declarant shall remove one of the three Directors, if necessary, and shall appoint one Director who shall be a non-Builder Owner. Following the Transitional Meeting, the Board of Directors shall be comprised of five Directors who shall be selected pursuant to Section 7.2 of these By-Laws. Each Director, other than Directors appointed by the Declarant, shall be a Member, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. In any election of Directors, the nominees receiving the highest number of votes, either in person or by proxy, shall be the Members elected to the Board of Directors.

### Section 7.2 Term of Directors and Compensation.

(a) Within one hundred twenty (120) days following such time as seventy-five percent (75%) of the Lots within the Property have been conveyed by Declarant to Owner, the Board of Directors shall call a meeting (the "Transitional Meeting") at which meeting the number of Directors shall be increased to five. The three Directors then holding office shall be deemed to have resigned as of the date and time of the Transitional Meeting. The Declarant shall appoint three Directors (one or more of whom may have previously served as a Director) and the remaining two Directors shall be elected by the Class A Members of the Association voting in person or by proxy at the Transitional Meeting. Each Director elected by the Members

shall serve for a term of two years, except that with respect to the two initially elected Directors, the Director receiving the lower number of votes shall serve until the next annual meeting which is at least one year after the Transitional Meeting of the Association at which time such Member shall be re-elected or replaced, and thereafter such Member-Directors shall be subject to re-election in alternate years at the annual meetings of the Association. Within one hundred twenty (120) days following the conversion of Declarant's membership from Class B to Class A as described in the Declaration, the Board of Directors shall again call a meeting (the "Conversion Meeting") for purposes of electing three Directors to replace the three Directors appointed by the Declarant. The three appointed Directors shall be deemed to have resigned effective as of the date and time of the Conversion Meeting. Of the three newly elected Directors, one shall serve until the next annual meeting which is at least one year after the Conversion Meeting at which time such Director shall be re-elected or replaced. The other two of the newly appointed Directors shall serve until the annual meeting which is at least two (2) years after the Conversion Meeting at which time they shall be re-elected or replaced.

(b) Subject to paragraph (a) above, the Members who are elected to be Directors shall all serve two (2) year terms with two (2) Directors being re-elected or replaced in one year and three (3) Directors being re-elected or replaced in the next year. Each Director shall continue to hold office until his successor is elected.

(c) The Directors shall serve without compensation for such service.

**Section 7.3 Nominations to Board of Directors.** Members may be nominated for election to the Board of Directors in one of the following ways:

(a) A Director shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek re-election in a writing addressed to the Board of Directors.

(b) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination bearing the genuine signatures of at least five (5) other Members.

**Section 7.4 Vacancy on Board of Directors.** After the Transitional Meeting, if the office of any elected Director shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall serve for the unexpired term of the Director he is replacing. In the event that there shall be a deadlock in the voting for a successor by the remaining Directors, the one (1) Director with the longest continuous term on the Board shall select a successor. At the expiration of the term of his position on the Board of Directors, the replacement Director shall be re-elected or his successor shall be elected in accordance with these By-Laws.

**Section 7.5 Removal of Directors.** Subject to the right of the Declarant to nominate and appoint Directors as set forth in Section 7.1 of these By-Laws, elected Directors may be removed, with or without cause, by a majority vote of each class of Members at any special meeting of the Members of which notice has been properly given as provided in these By-Laws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including any individual Director whose removal is to be considered at this special meeting.

**Section 7.6 Organizational Meeting of the Board of Directors.** No later than twenty (20) days following each of the establishment of the Bridlewood Homeowner's Association, the Transitional Meeting, the Conversion Meeting and each annual meeting of the Association, the Board of Directors shall hold a regular meeting for the purposes of organization, election of officers and transaction of other business. Notice of this meeting shall be given to all Directors in accordance with Section 7.8 of these By-Laws, except for the initial meeting, which shall be called by the Declarant.

**Section 7.7 Place of Meetings.** All meetings of the Board of Directors shall be held at the principal office of the Association or at any other place or places designated at any time by resolution of the Board of Directors or by written consent of all of the Directors.

**Section 7.8 Regular Board of Directors Meetings.** Regular meetings of the Board of Directors may be held at any time and place permitted by law as from time to time may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by telegram, telephone or by United States mail, with postage prepaid, directed to him at his last known post office address, as the same appears on the records of the Association, at least five (5) but not more than thirty (30) days before the date of the meeting. This notice shall state the date, time, place and purpose of the meeting. At any regular meeting of the Board of Directors, not more than one Director may be present and participate in voting by telephone.

**Section 7.9 Special Board of Directors Meetings.** Special meetings of the Board of Directors may be called by the President of the Association on three (3) days' prior notice to each Director. Special meetings of the Board of Directors shall be called by the President or the Secretary of the Association in like manner upon the written request of any two (2) Directors. Special meetings may be held by telephone conference.

**Section 7.10 Waiver of Notice.** Before any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving the required notice. All written waivers shall be filed in the Minute Book of the Association or made a part of the minutes of the meeting. Attendance by a Director at any meeting of the Board of Directors shall likewise constitute a waiver by him of the required notice. If all Directors are present at any meeting of the Board of Directors, no notice of the meeting shall be required and any business may be transacted at the meeting except as prohibited by law or these By-Laws.

**Section 7.11 Quorum.** At all duly convened meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, except as otherwise expressly provided in these By-Laws. The acts of a majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Directors present may adjourn the meeting from time to time and, at the adjourned 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 to any Director.

**Section 7.12 Consent in Writing.** Any action by the Board of Directors may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

**Section 7.13 Records.** The Board of Directors shall cause a complete record of all of its acts and the corporate affairs of the Association to be kept and to present a general report thereof to the Members at the annual meetings of the Association or at any special meeting where a general report is requested in writing by one-third (1/3) of each class of Members entitled to vote.

**Section 7.14 Powers and Duties.** The Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the affairs of the Association. In the performance of its duties as the governing body of the Association and in addition to those powers and duties set forth in the Declaration, the Board of Directors shall have the powers and duties including, but not limited to, the following:

(a) Duties:

(i) Each Director individually and the Board of Directors collectively shall perform the duties of the Board of Directors in good faith as a fiduciary of the Association, in a manner which the Director believes to be in the best interest of the Association and with the care of a person of ordinary prudence under similar circumstances, including, but not limited to, reasonable inquiry, skill and diligence.

(ii) Provide for the operation, maintenance, management, insurance, cleaning, sanitation, renewal, replacement, care and upkeep of the Common Areas and all property, real or personal, of the Association.

(iii) Determine the common expenses and any other charges and assess the same against the Owners in accordance with the provisions of the Declaration and these By-Laws.

(iv) Levy and collect, in addition to regular Assessments, special Assessments in amounts which the Board of Directors deems proper, whenever the Board

of Directors is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs or additional capital expenses or because of emergencies.

(v) Use and expend any sums collected from regular and special Assessments for the operation, maintenance, renewal, care and upkeep of the Common Areas.

(vi) Maintain the Common Areas at a level of maintenance which approximates that which existed at the time of the Transitional Meeting.

(vii) Maintain a reserve fund out of regular Assessments adequate for the periodic maintenance, repair and replacement of the Common Areas.

(viii) Use any nonrefundable contributions of Owners who have purchased Lots and any surplus funds as revenues or for those purposes which the Board of Directors may deem reasonable and necessary pursuant to its powers under the Declaration and these By-Laws.

(ix) Pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Owner or otherwise properly chargeable to the Owner.

(x) Collect delinquent Assessments and other charges made by the Association through the Board of Directors against any Lot and the Owner thereof, together with the costs and expenses incurred in connection therewith, including, but not limited to, court costs and attorneys' fees, whether by suit or otherwise and to abate any nuisance and enforce the terms of the Declaration and the observance of the rules and regulations relating to the Property, by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate.

(xi) Establish operating, escrow and other accounts in the name of the Association as the Board of Directors may deem appropriate from time to time and as may be consistent with generally accepted accounting practices.

(xii) Adopt a budget for each fiscal year which shall contain estimates of the costs and expenses of the Association, including, but not limited to, the following items:

A. Annual common expenses which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of the Common Areas and any and all other expenses related to the operation thereof and the cost of all social activities, events and other programs of the Association, including, but not limited to, the cost of common utility services, casualty and liability insurance, professional management expenses, administrative and office expenses, reserves and the costs associated with the administration of the Association:

B. Reserve account common expenses which shall include reasonable amounts to be credited, allocated or accumulated for reserves for replacement of those Common Area improvements or facilities which require replacement, renovation or rehabilitation periodically; and

C. Proposed Assessments against each Lot for the calendar year.

Copies of the proposed budget and proposed Assessments shall be distributed to all Members at least thirty (30) days prior to the beginning of each fiscal year and shall be available to all Members for inspection during regular business hours at the Association's office. If the budget is subsequently amended before the Assessments are made, a copy of the amended budget shall also be distributed and made available for inspection. Subject to the provisions of Section 7.14(a)(iv), nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time and in its sole discretion, to levy a special Assessment in the event that the budget as originally adopted shall appear to be insufficient to pay the cost of the operation or management of the Property or in the event of emergencies.

(xiii) Cause a complete review of the books and accounts of the Association to be made by a competent independent public accountant at the end of each fiscal year and at any other time or times deemed necessary.

(xiv) Maintain accounting records in accordance with generally accepted accounting principles.

(xv) Make and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Property, including, but not limited to, penalties to be levied for violations of these By-Laws, the Declaration and any rules and regulations which the Board of Directors shall adopt, and to amend the same from time to time as and when approved by appropriate resolutions which shall be binding on the Owners, tenants and occupants of Lots, their successors in title and assigns. A copy of these rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner and any tenant or occupant of a Lot promptly upon the adoption thereof.

(b) Powers:

(i) Employ and dismiss personnel of the Association, and to purchase or arrange for those services, machinery, equipment, tools, materials and supplies as, in the opinion of the Board of Directors, may from time to time be necessary for the proper operation and maintenance of the Common Areas.

(ii) Enter into contracts for professional management of the Property and the Association, at such prices and upon such terms as may be determined by the Board of Directors, to perform those duties and services which the Board of Directors may

lawfully delegate. However, any management contract shall provide for termination by either party with or without cause on ninety (90) days' written notice thereof to the other.

(iii) Employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, lawyers and accountants, which the Board of Directors may deem necessary for any proper purposes of the Association, and to fix the compensation for professional advice or services, including, but not limited to, those hereinbefore or hereinafter referred to in these By-Laws. The Board of Directors shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (A) one or more officers or employees of the Association whom the Board of Directors reasonably believes to be reliable and competent in the matter presented; (B) counsel, public accountants or other persons as to the matters which the Board of Directors reasonably believes to be within the professional or expert competence of this person; and (C) a committee of the Board of Directors duly designated in accordance with law, as to matters within its designated authority, which committee the Board reasonably believes to merit confidence. The Board of Directors shall not be considered to be acting in good faith if it has knowledge concerning the matter in question that would cause this reliance to be unwarranted.

(iv) Name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to this trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall be given exclusive authority to negotiate losses under any policy providing property or liability insurance coverage. The Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association shall have the power to act as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes.

(v) Establish depositories for the funds of the Association with the bank or banks as shall be designated from time to time by the Board of Directors and in which monies of the Association shall be deposited. Withdrawal of monies shall be only by check signed by those persons who are authorized by the Board of Directors to sign checks on behalf of the Association.

(vi) Invest monies of the Association in any investments which the Board of Directors deems to be reasonably prudent.

(vii) Borrow and repay monies and give notes, mortgages or other security upon the term or terms which are deemed reasonable by the Board of Directors.

(viii) Sell, lease, transfer or otherwise convey real and personal property owned by the Association by deed, lease or bill of sale executed by the

appropriate officers of the Association, with the approval of at least sixty-seven percent (67%) of the votes of Members voting at the meeting called to consider such conveyance.

(ix) Acquire by purchase, gift, annexation or lease, real or personal property, if, at any time in the future, the Board of Directors deems it to be proper and not inconsistent with the terms hereof to do so, with the approval of at least sixty-seven percent (67%) of the votes of Members voting at the meeting called to consider such acquisition.

(x) Take all steps necessary to effectuate any merger of the Association with any other association if approved by the vote of at least sixty-seven percent (67%) of the votes of Members voting at the meeting called to consider such merger.

(xi) Do all things incidental and necessary to the accomplishment of the above.

The duties and powers imposed on the Board of Directors by this Section 7.14 shall not be amended so as to reduce or eliminate any duties or powers of the Board of Directors without the affirmative vote of at least eighty percent (80%) of the votes of Members voting at the meeting called to consider such amendment.

## ARTICLE VIII Officers

**Section 8.1 Officers.** The officers of the Association shall be a President, Secretary and Treasurer. The offices of President and Secretary may not be held by the same person. The Secretary may be eligible to hold the office of Treasurer. A Director shall be elected as President. The Treasurer and Secretary need not be Directors.

**Section 8.2 Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting held pursuant to Section 7.6 of these By-Laws and shall hold office until their successors are elected or appointed by the Board of Directors; provided that each officer shall hold office at the pleasure of the Board of Directors and may be removed, either with or without cause, and his successor elected by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose. The Board of Directors may, from time to time, appoint other officers which, in its judgment, are necessary. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Association. Any resignation shall take effect as of the date of the receipt of this notice or any later time specified therein; unless specified therein, the acceptance of this written resignation shall not be necessary to make it effective.

**Section 8.3 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to that office.

**Section 8.4 President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. He shall have the general powers and duties usually vested in the office of the president of a community association, including, but not limited to, the power to appoint committees from the Membership, from time to time, as he may deem appropriate to assist in the conduct of the affairs of the Association provided, however, no such committee shall have the right to exercise the full authority of the Board of Directors. The President shall be an ex-officio member of all standing committees, if any. He shall execute deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed, and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

**Section 8.5 Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in the Minute Book. He shall perform the same duties for any committees when required. He shall have charge of the Minute Book, the records of the Association and any papers which the Board of Directors shall direct him to keep; shall perform all duties incident to the office of Secretary, including, but not limited to, the sending of notice of meetings to the Members, the Directors and members of any committees, and shall perform any other duties which may be prescribed by these By-Laws or by the Board of Directors or the President. He shall also have custody of the corporate seal and shall affix the same to any instrument requiring it when authorized by the Board of Directors and shall attest the same when appropriate. The Secretary shall keep, or cause to be kept, at the principal office of the Association, a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and addresses of all Members as provided by the Members; (c) the Lot as to which each membership relates; and (d) the number of memberships held by each Member.

**Section 8.6 Treasurer.** The Treasurer shall have the responsibility for the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in those depositories which may be designated from time to time by the Board of Directors. He shall disburse the funds of the Association, as he may be ordered to do from time to time by the Board of Directors or by the President, and shall render to the President and the Directors at the regular meetings of the Board of Directors, or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association. Nothing shall prohibit the functions of the Treasurer to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Treasurer shall not relieve the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

**Section 8.7 Compensation.** The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

**ARTICLE IX  
INDEMNIFICATION OF DIRECTORS,  
OFFICERS AND OTHER AUTHORIZED REPRESENTATIVES**

**Section 9.1 Limitation of Liability.** The Association shall indemnify every Director and Officer of the Association against, and reimburse and advance to every Director and Officer for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Non-Profit Corporation Act and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director or Officer shall be indemnified for: (1) a breach of duty of loyalty to the Association or its Members; (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 such Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (4) an act or omission for which the liability of such Director or Officer is expressly provided for by statute.

**ARTICLE X  
Association Books and Records**

**Section 10.1 Association Books and Records.** The Board of Directors shall make available to the Members current copies of the Declaration, these By-Laws, any rules and regulations adopted pursuant thereto and the books, records and financial statements of the Association. For purposes of this paragraph, "available" shall mean available for inspection, upon reasonable advance request of not less than twenty-four hours, during normal business hours at the office of the Association or the office of the manager of the Association.

**ARTICLE XI  
Dissolution and Termination**

**Section 11.1 Distribution of Assets Upon Dissolution and Termination of the Association.** Upon dissolution of the Association, the real and personal property of the Association shall be distributed pursuant to the provision of the Articles of Incorporation of the Association or, if no such provision is made, distributed to one or more organizations which are exempt from taxation under Section 501(c)(3) of the Code.

**ARTICLE XII**  
**Miscellaneous**

**Section 12.1 Fiscal Year.** The fiscal year of the Association shall be the calendar year unless the Board of Directors shall determine otherwise.

**Section 12.2 Amendments to By-Laws.**

(a) These By-Laws may be amended from time to time by the affirmative vote of the majority of the Directors or by the affirmative vote, in person or by proxy, of at least fifty-one percent (51%) of the votes cast by the Members voting at the meeting called to consider such amendment.

(b) Notwithstanding any other provision of these By-Laws, at no time shall any amendment be made to these By-Laws so as to affect or change any power granted to the Declarant without the prior written consent of the Declarant.

**Section 12.3 Inspection of By-Laws.** The Association shall keep in its principal office the original or a copy of these By-Laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members during normal business hours.

**Section 12.4 Membership Minutes.** The membership register and the Minute Book shall be open to inspection upon demand of any Member during the normal business hours of the Association, for purposes reasonably related to his interest as a Member.

**Section 12.5 Construction.** Number and gender as used in these By-Laws shall extend to and include both singular and plural and all genders as the context and construction require.

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