

**AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION
(PURSUANT TO TEXAS PROPERTY CODE, SECTION 202.006)**

PROPERTY OWNERS' ASSOCIATION:

HUNTERS CROSSING COMMUNITY ASSOCIATION, INC.

PROPERTY DESCRIPTION:

HUNTERS CROSSING SECTION ONE – REPLAT NO. 1, an addition in Austin County, Texas according to the map or plat thereof filed under Clerk's Instrument No. 211755, Official Public Records of Real Property of Austin County, Texas, and recorded in Volume 2, Page 198, Map Records of Austin County, Texas, SAVE, EXCEPT AND EXCLUDING Restricted Reserve "A" as so designated on the aforesaid map or plat.

The undersigned affiant on oath swears that the following statements are true:

1. Affiant is over the age of eighteen, of sound mind and fully competent to make this affidavit. Affiant is the President of the above designated property owners' association and as such is duly authorized to make this affidavit. Affiant has personal knowledge of the facts stated herein which are all true and correct.

2. Attached hereto are the exhibits which contain the originals or exact duplicates of the originals of each of the instruments listed below. Each instrument has been duly adopted by the "Declarant" as defined in the Declaration of Covenants, Conditions, Restrictions and Easement for Hunters Crossing heretofore filed under Clerk's Instrument No. 212204, Official Public Records of Real Property of Austin County, Texas, as amended, and as reflected in Exhibit "F" hereto. Each of the instruments are hereby ratified and confirmed for and on behalf of and as applicable to the above designated property owners' association and property. The Exhibits and instruments as aforesaid are as follows:

- A. Certificates of Filing and Formation
- B. Bylaws
- C. Payment Plan, Documents Inspection and Copying and Documents Retention Policies
- D. Protected Property Use Policies
- E. Architectural Guidelines – Antenna and Satellite Guidelines
- F. Declarant's Adoption of Governing Documents

DATED: August 5th, 2021

**HUNTERS CROSSING COMMUNITY
ASSOCIATION, INC,**
a Texas nonprofit corporation
"Declarant"

By: Brett Rowley
Brett Rowley, President

ACKNOWLEDGMENT

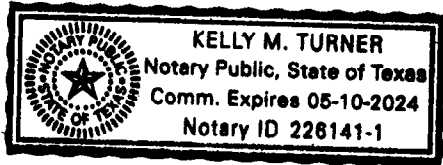
STATE OF TEXAS

COUNTY OF AUSTIN

§
§
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This instrument was acknowledged before me on the 5th day of August, 2021, by Brett Rowley, as the President of HUNTERS CROSSING COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of the corporation.

[SEAL]



Kelly M. Turner
Notary Public, State of Texas
Print Name: Kelly M. Turner
My Commission Expires: 5-10-2024

After Recording, Please Return To:
Mr. Lou W. Burton
WILSON, CRIBBS & GOREN, P.C.
2500 Fannin Street
Houston, Texas 77002

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EXHIBIT "A"
(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION)

**HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.**

CERTIFICATES OF FILING AND FORMATION

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

HUNTERS CROSSING COMMUNITY ASSOCIATION, INC.
File Number: 804090382

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/26/2021

Effective: 05/26/2021



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza
Deputy Secretary of State

Filing#:804090382 Document#:1054264070006 Filed On 5/26/2021 received by Upload

CERTIFICATE OF FORMATION
OF
HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas and United States and acting as the organizer of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I
Corporate Name

The name of the corporation is HUNTERS CROSSING COMMUNITY ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

ARTICLE II
Legal Status

The Association is a nonprofit corporation organized pursuant to the Texas Business Organizations Code, including Chapters 20 and 22 thereof.

ARTICLE III
Duration

The period of duration of the Association is perpetual.

ARTICLE IV
Purposes

The purposes for which the Association is organized and the powers of the Association which are incident thereto are generally to exercise all rights, authority, powers, privileges and prerogatives and to perform all duties, obligations and purposes of the Association as more particularly described in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Hunters Crossing as filed under Clerk's Instrument No. 212204, Official Public Records of Real Property of Austin County, Texas, as the same may be from time to time amended (the "Declaration").

The above general statement of purposes and powers include, without limitation, to have and exercise any and all rights, authority, powers and prerogatives which a corporation organized and existing under the Texas Nonprofit Corporation Law or a property owners' association pursuant to the Texas Property Code may by law now or hereafter have and exercise.

The enumeration of purposes and powers in this Certificate of Formation are to be broadly construed as independent purposes and powers. The enumeration of purposes and powers in this Certificate of Formation do not limit the Association's general or implied purposes or powers, or any additional purposes or powers as provided in the Declaration or any other applicable Governing Documents, or by law, including the Texas Property Code.

ARTICLE V
Initial Registered Office and Agent

The street address of the initial registered office of the Association is 1908 Avenue D, Suite A100, Katy, Texas 77493 and the name of its initial registered agent at such address is Brett Rowley.

ARTICLE VI
Board of Directors

A. **Management by Board of Directors.** Subject to the Declaration and except as otherwise provided therein, the management of the Association is vested in its Board of Directors, and in such committees of the Board as the Board may from time to time establish, if any. The Declaration and Bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors except as otherwise expressly provided in the Declaration or this Certificate of Formation.

B. **Initial Directors.** The number of Directors constituting the initial Board of Directors of the Association is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

<u>Name</u>	<u>Address</u>
Brett Rowley	1908 Avenue D, Suite A100, Katy, Texas 77493
Kelly M. Turner	1908 Avenue D, Suite A100, Katy, Texas 77493
Jeff A. Turner	1908 Avenue D, Suite A100, Katy, Texas 77493

C. **Subsequent Directors.** The initial Directors as above provided will serve as Directors until their successors are elected and have qualified as provided in the Declaration and the Association's Bylaws.

D. **Number of Directors.** The number of Directors will be fixed by or in the manner provided in the Declaration and the Association's Bylaws; provided, the number of Directors may not be less than three (3).

ARTICLE VII
Organizer

The name and street address of the organizer is as follows:

<u>Name</u>	<u>Address</u>
Lou W. Burton	c/o Wilson, Cribbs & Gorén, P.C. 2500 Fannin Street Houston, Texas 77002

ARTICLE VIII
Membership; Voting Rights

Membership in and the voting rights of the members of the Association will be determined as set forth in the Declaration and the Association's Bylaws. Neither cumulative voting nor fractional or split voting will be permitted as to any matter placed before the membership for a vote, including election of Directors.

ARTICLE IX
Action Without Meeting

Any action required by law to be taken at, or any action that may be taken at, any annual or special meeting of the members of the Association may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing setting forth the action taken is signed by the Owners having at least the minimum number of votes necessary to take the action, as determined under the Declaration, this Certificate of Formation or other applicable Governing Document, or by law.

ARTICLE X
Dissolution

In the event of the liquidation, dissolution or winding up of the Association other than incident to a merger or consolidation, whether voluntary or involuntary, the Directors must dispose of all property and assets of the Association, including, without limitation, all undistributed income earned thereon after the payment, satisfaction and discharge of all liabilities and obligations of the Association, or the making of adequate provision therefor, in such manner as the Board, in the exercise of its absolute discretion, and by majority vote, may determine; provided, such disposition must be in the furtherance of the same or similar purposes for which the Association was created or as otherwise permitted by law, and the property and the assets of the Association may not accrue to the benefit of any officer, Director, member, or any individual having a personal or private interest in the affairs of the Association or any organization which engages in any activity in which the Association is precluded from engaging.

ARTICLE XI
Limitation of Liability; Indemnification

A. **"Association Representative(s)" Defined.** As used in this Article, "Association Representative(s)" means each current or former Director, governing person, officer, delegate, employee and agent of the corporation, as such terms are defined in the Texas Business Organizations Code, and the organizer as named herein.

B. **Limitation of Liability.** To the fullest extent allowed by the Texas Business Organizations Code, including Chapters 7 and 8 and Sections 22.222 and 22.235 thereof, an Association Representative is not liable to the corporation, to any Owner or member of the corporation, or to any other Person for any act by the Association Representative in the Person's capacity as an Association Representative unless the Person's conduct was not exercised in good faith, with ordinary care, and in a manner the Association Representative reasonably believes to be in the best interests of the corporation.

C. **Indemnification.** To the fullest extent allowed by the Texas Business Organizations Code, including Chapter 8 thereof, the corporation agrees to and is required to indemnify, defend, protect, and hold harmless, and to advance expenses to, each Association Representative,

INCLUDING, IN EACH CASE, FOR CLAIMS BASED ON OR ARISING FROM SUCH PERSON'S SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE, but excluding any such items incurred as a result of any act or omission for which the Association Representative is liable under the preceding subsection (B). The provisions of this subsection (C) constitute a determination that indemnification should be paid and a contract to indemnify as contemplated by Sections 8.103(c) and 8.151(d)(2) of the Texas Business Organizations Code.

D. Additional and/or Subsequent Authority. To the fullest extent provided in other Governing Documents, and if the Texas Non-Profit Corporation Act, Texas Business Organizations Code, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code, or any other statute is enacted, construed or amended after the filing of this Certificate of Formation to further eliminate or limit liability or to further authorize indemnification than as authorized, permitted or required by this Article XI, then such liability will be eliminated or limited and/or such right to indemnification will be expanded to the fullest extent permitted by such other Governing Documents or by such statutory enactment, construction or amendment.

E. Report to Members. So long as required by the Texas Business Organizations Code, any indemnification of or advance of expenses to an Association Representative must be reported in writing to all Owners upon the earlier to occur of (i) with or before the notice or waiver of notice of the next meeting of members, or (ii) with or before the next submission to members of a consent to action without a meeting, or (iii) within twelve months after the date of the indemnification or advance.

F. No Impairment. Any repeal or modification of this Article XI by the members of the Association or otherwise may not adversely affect (but may enhance or expand) any right or protection existing at the time of such repeal or modification.

ARTICLE XII
Amendment

This Certificate of Formation may be amended from time to time, in any and as many respects as may be desired, in any manner permitted by the Texas Business Organizations Code, including by the Board of Directors as provided in Section 22.107(b) of the Texas Business Organizations Code, or by the members having voting rights as provided in Section 22.105 of the Texas Business Organizations Code.

IN WITNESS WHEREOF, I have set my hand this 25 day of May, 2021.


Lou W. Burton, Organizer

EXHIBIT "B"
(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION)

**HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.**

BYLAWS

BYLAWS

OF

**HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.**

**A TEXAS NONPROFIT
CORPORATION**

NOTICE: DECLARANT RETAINS SUBSTANTIAL RIGHTS UNDER THESE BYLAWS AND OTHER GOVERNING DOCUMENTS, INCLUDING AS PROVIDED IN EXHIBIT "A" TO THESE BYLAWS AND ESPECIALLY DURING THE DECLARANT CONTROL PERIOD AND/OR THE DEVELOPMENT PERIOD. DURING SUCH PERIODS SUCH RIGHTS INCLUDE WITHOUT LIMITATION EXCLUSIVE AND UNILATERAL RIGHTS AND AUTHORITY, WITHOUT NOTICE TO OR CONSENT OF ANY OWNER OR ANY OTHER PERSON, TO APPOINT, ELECT, REMOVE OR REPLACE ANY OR ALL MEMBERS OF, AND TO OTHERWISE FILL ANY AND ALL VACANCY AS TO, THE BOARD AND AS TO ANY OFFICES OF THE ASSOCIATION, REGARDLESS OF WHETHER ANY SUCH DIRECTORS OR OFFICERS ARE OWNERS OR MEMBERS OF THE ASSOCIATION OR WHETHER THEY RESIDE IN THE SUBDIVISION.

**BYLAWS
OF
HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.**

A TEXAS NONPROFIT CORPORATION

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**BYLAWS
OF
HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.
A TEXAS NONPROFIT CORPORATION**

**ARTICLE I
NAME; OFFICES**

1.1 **Name.** The name of the corporation is HUNTERS CROSSING COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "**Association**").

1.2 **Principal Office.** The principal office of the Association will be located at the offices of the Managing Agent or other designated representative of the Association as set forth in the Association's management certificate as most recently Filed of Record. The address of the principal office may be changed at any time by resolution of the Board of Directors. The Association may also have offices at such other places as the Board of Directors may at any time designate or as its business may require.

1.3 **Registered Office and Agent.** The Association must have and continuously maintain in the State of Texas a registered office and a registered agent whose business office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be identical with, the principal office of the Association. The registered agent and/or address of the registered office may be changed at any time by the Board of Directors in accordance with the Texas Business Organizations Code.

**ARTICLE II
DEFINITIONS**

2.1 **Incorporation of Definitions.** All definitions as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Hunters Crossing as heretofore filed under Clerk's Instrument No. 212204, Official Public Records of Real Property of Austin County, Texas, as amended (the "**Declaration**"), including **Article II** of the Declaration, are hereby incorporated by reference herein.

2.2 **Other Definitions.** In addition to the definitions as provided in **Section 2.1** and to any other definitions set forth in these Bylaws, the following terms have the following meanings:

2.2.1 "**Assessments**" (whether or not capitalized) means and includes regular, special and specific assessments as provided in the Declaration, and any other monetary obligations levied, charged or assessed against a Lot or Owner or otherwise owed by any Owner or Owner's tenant to the Association as permitted or required by the Governing Documents or by Applicable Law.

2.2.2 "**Bylaws**" means these Bylaws of Hunters Crossing Community Association, Inc., and all lawful amendments thereof.

2.2.3 "**Electronic Means**" means, refers to and applies to (i) any method of notices or other communications by email, by facsimile, or by posting on or other method of communication via an Internet website, or any combination thereof, as permitted by the Governing Documents or by Applicable Law whereby the identity of the sender and receipt by the

recipient can be confirmed, or (ii) holding of any meetings as permitted by the Governing Documents, including these Bylaws, or by Applicable Law, by using a conference telephone or similar communications equipment or other suitable electronic communications systems, including videoconferencing technology or the Internet, or any combination thereof. It is the obligation of each Owner and each Owner's Tenant to maintain capabilities to receive notices or other communications and to participate in any meetings by Electronic Means.

2.2.4 "**Managing Agent**" means one or more Persons as at any time retained, hired, employed or contracted with to provide management or administrative services to or on behalf of the Association as provided in the Declaration and **Section 5.8** of these Bylaws.

2.2.5 "**Vote Tabulator(s)**" means one or more Persons appointed for a meeting of Owners as herein provided, including **Section 3.6**, to tabulate and verify voting results.

ARTICLE III MEMBERSHIP; VOTING RIGHTS

3.1 Membership. As more fully described in the Declaration, every Person who is the Owner of any Lot that is subject to the Declaration is a Member of the Association.

3.2 Entity Representatives. Each Owner who is not a natural person may vote, consent to, approve or otherwise act on behalf of such Owner through a Governing Person, or through another natural person who is designated in writing by a Governing Person (a "**Designated Representative**"). "**Governing Person** means an authorized person who is serving as a part of the governing authority of an entity as provided in Section 1.002(35) of the Texas Business Organization Code, as amended. A Governing Person includes an authorized officer or director of a corporation, an authorized general partner of a limited partnership, or an authorized officer, manager or managing member of a limited liability company. Any person so acting thereby represents and warrants the person has such authority. Any designation of a Designated Representative may be changed at any time. In the event of conflict between designations, the most currently dated designation as filed with the Association will control.

3.3 Voting Rights.

3.3.1 Right to Vote. Any provision in the Governing Documents that would disqualify an Owner from voting in an Association election of a member or members of the Board of Directors or on any matter concerning the rights or responsibilities of the Owner is void.

3.3.2 Calculation of Votes. In accordance with the Declaration the Owner of each Lot will have one vote for each Lot owned as to each matter which is properly placed before the membership for a vote, including election of Directors. Declarant is also entitled to additional votes during the Development Period as provided in Section 3.04 of the Declaration.

3.3.3 Cumulative Voting Prohibited. Cumulative voting is prohibited as to any matter placed before the membership for a vote, including election of Directors.

3.4 Methods of Voting. Voting rights of an Owner may be cast or given in person or by proxy at any meeting of Owners, including any meeting by Electronic Means, or in any other manner as provided herein. The Association is not required to provide any Owner with more than one voting method so long as each Owner may vote in person or by proxy. Except as herein provided regarding secret ballots, any vote cast by an Owner must be in writing and signed by the Owner. The Board may amend these Bylaws or adopt policies to allow voting (i) by

electronic or absentee ballot as provided in **Section 3.5.2**, or (ii) by secret ballot as provided in **Section 3.5.5**, or (ii) by any other means as permitted by Applicable Law.

3.5 Voting Procedures.

3.5.1 Voting in Person or by Proxy. At all meetings of Members, voting may be in person or by proxy. Voting by proxy is deemed voting in person for all purposes.

3.5.2 Voting by Electronic or Absentee Ballot. The Board may at any time amend these Bylaws or adopt policies to permit Members to vote by electronic ballot or absentee ballot in accordance with Section 209.00592 and/or other applicable provisions of the Texas Property Code. Any such amendment or policies may apply to any particular matter or meeting or part thereof or may apply to all matters or meetings or parts thereof. Any such amendment or policies must be Filed of Record. **VOTING BY ELECTRONIC OR ABSENTEE BALLOT IS NOT PERMITTED UNLESS AND UNTIL THE BOARD AMENDS THESE BYLAWS OR ADOPTS SUCH POLICIES.**

3.5.3 Voice or Show Votes. Except as provided in **Section 3.5.5(a) or (b)** Members may vote by voice or show of hands as to any matters at a meeting, including approval of minutes, appointment of Vote Tabulators, when applicable, appointment of meeting officials, when applicable, adjournment of a meeting or as to any uncontested matters. The results of any such vote must be reflected in the minutes of the meeting.

3.5.4 Multiple Owners. When more than one Person holds an ownership interest in a Lot, all such Persons ("**Co-Owners**") are Members, but in no event will they be entitled to more than one vote with respect to each Lot owned. The single vote, approval, or consent of Co-Owners must be cast or given in accordance with the decision of a majority, or if the Co-Owners cannot reach a majority decision, then none of the Co-Owners will be permitted to vote, approve, or consent as to any such matter upon which a majority decision cannot be reached. The vote, approval or consent of any single Co-Owner from among all Co-Owners of a Lot is conclusively presumed to be cast or given in accordance with the decisions of the majority of the Co-Owners and with their full authority unless specific written notice to the contrary is given to the Association by another Co-Owner within fifteen days after the applicable vote, approval or consent.

3.5.5 Ballots.

(a) Except as provided by subsection (e), a vote cast by a Member of the Association must be in writing and must be signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board, (iii) on a proposed adoption or amendment of the Declaration, these Bylaws or other Governing Documents if and to the extent a vote of the Members is required as to the same, (iv) on a proposed increase in the amount of a regular assessment or the proposed adoption of a special assessment if and to the extent a vote of the Members is required as to the same, or (v), on the proposed removal of a Director by Owners.

(b) If the Board elects to use a ballot for a vote on a matter other than a matter described by subsection (a), the ballot must be (i) in writing and signed by the member, or (ii) cast by secret ballot in accordance with subsection (e).

(c) Electronic votes cast under **Sections 3.5.2** by electronic or absentee ballot constitute written and signed ballots.

(d) Voting as provided in **Section 7.1** at or within a specific time after a meeting held by Electronic Means, in whole or in part, constitutes voting in person for all purposes.

(e) In an Association election written and signed ballots are not required for uncontested races.

(f) The Board may at any time amend these Bylaws or adopt policies to allow voting by secret ballot by Association Members. Any such amendment or policies may apply to any particular matter or meeting or part thereof or may apply to all matters or meetings or parts thereof. As to any voting by secret ballot the Board must take measures to reasonably ensure that (i) a Member cannot cast more votes than the Member is eligible to cast in an election or vote, (ii) the Association counts each vote cast by a Member that the Member is eligible to cast, and (iii) in any election for the Board, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed.

3.5.6 Proxies. All proxies must be in writing, must be signed by the applicable Owner or such Owner's attorney-in-fact, and must be dated, provided that any undated proxy will be dated as of the date of receipt by the Association. All proxies must set forth in legible form the name(s) of the Member(s) giving the same and the address of each Lot as to which voting rights are being exercised. Proxies must be received by the Association by the date of the meeting to which the same pertains and not later than the conducting of any vote at the meeting, or such earlier date and/or time as stated in the notice of the meeting which is not more than three business days before the date of the meeting. 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. In the event of conflict, the most recently dated proxy will control. Any proxy may be mailed or otherwise delivered to the Association, including by Electronic Means, subject to compliance with any instructions or limitations as may be imposed by the Association.

3.6 Verification and Tabulation of Voting Results.

3.6.1 By Whom Verified. Voice or show voting results as provided in **Section 3.5.3** will be verified and tabulated by the chairperson of the meeting to which the same pertains. Proxy and ballot voting results will be verified and tabulated by the Vote Tabulators as provided in **Section 3.6.2.**

3.6.2 Vote Tabulators, Including Internet Services.

(a) A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, of the Texas Government Code, may not act as a Vote Tabulator.

(b) Vote Tabulators must be appointed for each meeting of Owners regarding an Association election or vote as provided below, and prior to conducting of any vote. Vote Tabulators so appointed will serve only as to the meeting for which appointed, including any adjournment thereof.

(c) Prior to each meeting of Owners regarding an Association election or vote, the Board of Directors may contract with or otherwise engage the Managing Agent, or an independent accounting firm, Internet online election service or a similar independent third party

or company, to act as Vote Tabulators for the meeting, and/or to otherwise facilitate calling, conducting, tabulation and verification of any vote for the meeting.

(d) If Vote Tabulators are appointed under subsection (c), then one qualified Member must be appointed as an additional Vote Tabulator. Otherwise, three qualified Members must be appointed as Vote Tabulators. Except as provided in subsection (c), the Vote Tabulator or Tabulators will be appointed by the chairperson of the meeting. "Qualified" means the person is not disqualified under subsection (a) above. In the case of multiple Co-Owners of a Lot, if any Member is disqualified, then all Members as to that Lot are disqualified.

(e) VOTE TABULATORS MAY INSPECT BALLOTS AND PROXIES ONLY AS PROVIDED IN AND MUST MAINTAIN THE CONFIDENTIALITY OF ALL BALLOTS AND PROXIES AS PROVIDED IN **SECTION 3.6.4**.

3.6.3 Verification of Right to Vote. Satisfactory proof of membership or any other qualifications necessary to the validity of a ballot or proxy may be required if in the sole good faith opinion of the Vote Tabulators reasonable doubt as to the same exists.

3.6.4 Proxies and Ballots Confidential.

(a) NO BALLOT OR PROXY MAY BE INSPECTED BY ANY PERSON OTHER THAN THE VOTE TABULATORS FOR THE MEETING TO WHICH THE VOTE PERTAINS. THE VOTE TABULATORS WILL INSPECT BALLOTS AND PROXIES SOLELY FOR THE PURPOSES OF VALIDATING THE SAME AND TABULATING THE RESULTS OF ANY VOTE OF THE MEMBERSHIP. THE CONTENTS OF ALL BALLOTS AND PROXIES MUST BE HELD IN CONFIDENCE BY ALL VOTE TABULATORS, AND NO PERSON OTHER THAN A VOTE TABULATOR MAY BE GIVEN ACCESS TO ANY BALLOT OR PROXY EXCEPT AS PART OF A RECOUNT PROCESS AS PROVIDED IN **SECTION 3.6.8**. THE FOREGOING ALSO APPLIES TO ANY PERSONS WHO CONDUCT A RECOUNT.

(b) Subsection (a) above does not preclude administrative processing of ballots or proxies by a Managing Agent, or by other Association management personnel or by alternative meeting officials as provided in **Article VII**, provided that all such parties must maintain the confidentiality of the ballots or proxies as provided in subsection (a).

3.6.5 Minimum Period for Retention of Ballots or Proxies. The Association must maintain proxies and ballots for seven years from the date of the meeting or other action to which the same pertain after which the ballots and proxies may be destroyed.

3.6.6 Verification and Announcement as to Ballot and Proxy Vote.

(a) Except as provided below, the Vote Tabulators must make every reasonable effort to complete tabulations of all votes at each meeting and must advise the chairperson at the meeting as to the results. The chairperson will then announce the results at the meeting.

(b) If voting results cannot be finally determined at a meeting, then the vote Tabulators must make every reasonable effort to complete tabulations of all votes within ten days after the meeting. When voting is permitted after a meeting, including as provided in **Section 7.1**, then the vote Tabulators must make every reasonable effort to complete tabulations of all votes within ten days after the deadline for receipt of post-meeting votes. In either case

the Vote Tabulators must notify the chairperson within the ten-day period and the Owners must then be promptly notified in writing as to the voting results.

(c) When tabulating any voting results, the Vote Tabulators may disregard any vote the validity of which is reasonably in doubt. If after disregarding any doubtful votes, the results of such tabulation would not be changed even if all doubtful votes were counted as votes against the results otherwise obtained, a final tabulation will be announced as above provided.

(d) If the results of any vote would be changed by counting the doubtful votes and the Vote Tabulators are unable to reasonably determine the validity of sufficient votes to determine final results as provided in subsection (b), then the Vote Tabulators must so notify the chairperson for the meeting and all votes as to the affected matter or matters will be void. The chairperson must then reconvene the meeting for another vote within thirty days as to any election of Directors, if applicable, and may as to any other affected matter or matters either include any such other matters for a vote in the reconvened meeting or declare the meeting closed as to any or all such matters.

(e) Notice of any reconvened meeting as above provided must be given to all owners. The notice may be given in any manner permitted by the Declaration or these Bylaws.

(f) Final voting results must be made a part of the minutes of each applicable meeting.

3.6.7 Verification and Announcement as to Voice or Show Vote. If the chairperson at any meeting is in doubt as to the results of any vote by voice, the chairperson may call for verification by re-vote by rising or show of hands, and in either case may require a specific count. By majority vote, the Members present at the meeting may require verification of any voice vote in the same manner.

3.6.8 Recount of Votes. Any Owner may, not later than the fifteenth day after the later of the date of the meeting at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes in accordance with Section 209.0057 of the Texas Property Code. If a recount of votes is properly requested, the Owner demanding the recount must also pay the Association's invoice for estimated costs for performance of the recount within thirty days after the date the invoice is sent to the Owner. Any claim, action or other challenge to the validity of any tabulation or verification of a vote is waived if a recount is not properly requested or the Association's invoice for estimated costs is not properly paid as aforesaid.

ARTICLE IV MEETINGS OF MEMBERS

4.1 Annual Meetings. The Board must call an annual meeting of Owners. Each annual meeting during the Development Period will be held as provided in Exhibit "A" to these Bylaws. Each annual meeting thereafter will be held during the same month of each year as the month in which the First Election Meeting of Owners was held as provided in the Declaration.

4.2 Special Meetings. Special meetings of the Owners may be called at any time by the President of the Association or by the Board of Directors for any purpose. Special meetings of Owners may also be called by Owners by written petition signed by the Owners of not less

than one-third of all Lots then contained within the Subdivision to consider and vote on any matter which Owners are entitled to consider and vote on as permitted by the Declaration, these Bylaws or other Governing Documents, or by Applicable Law. Each special meeting called by Owners must be called and conducted as otherwise herein provided within forty-five days after receipt of a valid petition.

4.3 Methods for Holding of Member Meetings. Meetings of the Owners may be held in person or in any other manner as provided in **Section 7.1** regarding alternate forms of meetings, or any combination of these methods. Meetings of the Owners will be conducted in accordance with applicable provisions of **Sections 7.1 and/or 7.2.**

4.4 Notice of Owner Meetings.

4.4.1 Methods for Notice of Owner Meetings. Notice of each meeting of Owners may be given by personal delivery, by mail, by Electronic Means, or by any combination of these methods. Each notice must state the date and time of the meeting and, if the meeting is not held solely by Electronic Means, the location of the meeting. If the meeting is held solely or in part by Electronic Means (i) the notice of the meeting must specifically identify the form of communications system to be used and the means of accessing the communications system, and (ii) reasonable procedures must be implemented to maintain confidentiality as required by these Bylaws.

4.4.2 Timing for Notice of Owner Meetings.

(a) Notice must be given to Owners of an election or vote to be taken at a meeting of the Owners or as to any other meeting of the Owners not later than the tenth day or earlier than the sixtieth day before the date of the meeting.

(b) For an election or vote by Owners which will not be taken at a meeting of the Owners, notice of the election or vote must be given to Owners entitled to vote not later than the twentieth day before the latest date on which a ballot or proxy must be submitted to be counted.

4.4.3 Purpose. A general statement of the purpose or purposes must be stated in the notice of (i) any special meeting of Owners, and (ii) as to any other meeting of Owners when otherwise expressly required by these Bylaws. A general statement of the purpose or purposes of any other meeting of Owners may be stated in any notice thereof, but failure to include the same will not preclude consideration and voting on any matter which could otherwise be considered or voted upon at the meeting.

4.5 Quorum.

4.5.1 The presence at any meeting of Owners, in person or by proxy or by Electronic Means, and whether or not in good standing, of Members representing the Owners of not less than ten percent (10%) of all Lots then contained in the Subdivision constitutes a quorum for any action except as otherwise expressly required by the Declaration or these Bylaws, or by Applicable Law.

4.5.2 If a quorum is not present or represented at any meeting as originally called, the meeting may be adjourned from time to time without any further formality or notice other than announcement at the meeting. Any adjourned meeting or meetings must be held within sixty days after the date of the original meeting. The presence at any adjourned meeting,

in person or by proxy and whether or not in good standing, of Members representing the Owners of not less than five percent (5%) of all Lots then contained in the Subdivision constitutes a quorum. At any adjourned meeting at which a quorum as aforesaid is present or represented, any business may be transacted which could have been transacted at the meeting as originally called.

4.5.3 If at any time during a meeting or adjourned meeting a quorum is established for the meeting, then at such time and thereafter the Members present or represented at the meeting or adjourned meeting may continue to transact business at the meeting notwithstanding subsequent withdrawal of enough Owners to leave less than a quorum until the closing of the meeting.

4.6 Majority Vote. The vote of a majority of the votes entitled to be cast or given at any meeting of Owners at which at least a quorum has been established as provided in Section 4.5.3 is the act of the Owners' meeting except as otherwise required by the Association's Certificate of Formation, the Declaration or these Bylaws, or by Applicable Law. All such acts at each meeting of Owners are binding upon all Members and Owners.

ARTICLE V BOARD OF DIRECTORS

5.1 Organization; Authority. The affairs of the Association will be managed by a Board of Directors composed of three Directors. The number of Directors may be increased or decreased from time to time by amendment of these Bylaws, provided that the number of Directors may not be less than three Directors. Unless otherwise expressly required by Applicable Law or other provision of the Governing Documents, the Board of Directors has and may exercise all rights, powers and authority of the Association.

5.2 Composition.

5.2.1 Qualifications. All Directors must be Owners. Not less than a majority of the Directors must reside in the Subdivision. A Governing Person or a Designated Representative may be appointed or elected to a Board position. No person may be nominated, appointed or elected as a Director if the person is disqualified as provided in **Section 5.5.3** because the person ceases to be an Owner or has been convicted of a felony or other crime involving moral turpitude.

5.2.2 Owner Election of Directors Required. Any Director whose term has expired must be elected by Owners who are Members of the Association. A Board member may be appointed to fill a vacancy on the Board. A Board member appointed to fill a vacant position will serve for the remainder of the unexpired term of the position.

5.3 Board Positions; Terms of Office.

5.3.1 Beginning with the First Annual Election Meeting of Owners (as defined and provided in the Declaration), Directors will be elected to one of three Board Positions designated as Positions One through Three. Directors will be elected at the First Annual Election Meeting of Owners for terms as provided in **Section 5.4**. Thereafter, Directors will be elected for three-year terms.

5.3.2 Each Director takes office upon the closing of the meeting at which the Director was elected or appointed except as otherwise provided in the election or appointment.

Absent death, disability, ineligibility, resignation or removal, each Director will hold office until the Director's successor is elected (or appointed, as applicable) and has qualified.

5.4 Nomination; Election; Cumulative Voting Prohibited.

5.4.1 Nominations, Including Required Solicitation of Nominees.

(a) Before each meeting of Owners at which Owners will elect Directors, the Board of Directors will make reasonable efforts to obtain at least as many nominees for election to the Board as will be required to fill all Directorship Positions to be elected at the ensuing meeting. Nominations may also be made from the floor at each such meeting.

(b) At least fifteen days before giving of notice of any meeting of Owners at which voting will be held for election by Owners of any Director, the Association must provide notice to all Owners soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the tenth day after the date the Association provides the notice.

(c) The notice required by subsection (b) must be:

(1) mailed to each Owner, or

(2) provided by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Owners in a place located on the Association's common area property, or on any Internet website maintained by the Association, and (ii) sending the notice by email to each Owner who has registered an email address with the Association.

(d) The Association must include in any ballot, including in any absentee or electronic ballot if applicable as provided in **Section 3.5.2**, the name of each eligible candidate as nominated by the Board and the name of each eligible candidate from whom the Association receives a request to be placed on the ballot in accordance with this **Section 5.4.1**.

5.4.2 Election.

(a) Directors will be elected by plurality vote. Cumulative voting is not permitted.

(b) At the First Annual Election Meeting of Owners, the three nominees receiving the largest number of votes will be elected. The nominee receiving the largest number of votes will be elected for a three-year term. The nominee receiving the next largest number of votes will be elected for a two-year term. The nominee receiving the next largest number of votes will be elected for a one-year term.

(c) At each meeting of Owners after the First Annual Election Meeting at which Owners will elect one or more Directors, the nominee(s) receiving the largest number of votes will be elected.

(d) In the event of a tie vote, the nominees receiving the tie vote will determine the Directorship Position each will hold or the nominee to be declared the winner, as

applicable. The nominees must make the determination at the meeting; or, if voting results are not announced at the meeting as provided in **Section 3.6.6**, then the nominees must make the determination and advise the other Director or Directors in writing as to their determination within five business days after the announcement of the voting results. If the nominees are unable to agree, then a runoff election must be called and conducted within thirty days after the meeting or announcement of the voting results, as applicable.

5.4.3 Declarant Control Period. This **Section 5.4** does not apply during the Declarant Control Period.

5.5 Vacancies on Board of Directors.

5.5.1 Resignation, Death, Disability, Removal, or Other Vacancy. In the case of the resignation, death, or disability to serve of any Director, or in the case of any other vacancy on the Board of Directors due to any other cause other than removal by Owners as provided in **Section 5.5.2**, the vacancy will be filled by the affirmative vote of a majority of the remaining Director or Directors then in office though less than a quorum of the entire Board. A vacancy includes any Board Position which is not filled at an election because there was no candidate, or because a quorum was not obtained at the meeting. In either case the vacancy is deemed to have occurred upon the closing of the meeting and any resulting vacancy will be filled by the Board for the full term of office that was open for election.

5.5.2 Removal by Owners. Any Director may be removed, either for or without cause, at any special meeting of Owners by the affirmative vote at the meeting of the Owners of not less than a majority of all Lots then contained in the Subdivision. The notice calling such meeting must give notice of the intention to act upon such matter. If one or more Directors are removed, then the Owners present, in person or by proxy, must set a date, which is not less than ten nor more than sixty days after the date of the meeting, for a subsequent special meeting of the Owners to fill the vacancy or vacancies.

5.5.3 Automatic Removal.

(a) If a Director or nominee for election to the Board ceases to be an Owner, then the Director or nominee is immediately ineligible to serve on the Board and as applicable is automatically removed from the Board.

(b) If the Board is presented with written and documented evidence from a database or other record maintained by a governmental law enforcement authority that a Director or a nominee for election to the Board was convicted of a felony or other crime involving moral turpitude not more than twenty years before the date the Board is presented with the evidence, then the Director or nominee is immediately ineligible to serve on the Board, is as applicable automatically removed from the Board, and is prohibited from future service on the Board at any time during the aforesaid 20-year period.

(c) Any vacancy created under subsections (a) or (b) above will be filled by the Board as provided in **Section 5.5.1**.

5.5.4 Removal by Board. For cause, a Director may be removed from the Board at any special meeting of the Board by the affirmative vote of all of the remaining Directors. "Cause" includes any Director who is absent from three consecutive meetings of the Board, or who is absent from three meetings of the Board during any calendar year. Any vacancy so created will be filled by the Board as provided in **Section 5.5.1**.

5.6 Powers and Duties of the Board of Directors. The Board of Directors will exercise for the Association all powers, duties and authority vested in or delegated to this Association and not expressly reserved to the membership by other provisions of these Bylaws, the Association's Certificate of Formation or the Declaration. The foregoing includes without limitation the authority and duties of the Board to:

(a) cause to be kept appropriate records of its acts and corporate affairs;

(b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

(c) designate hire, and dismiss the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its properties, including all Community Properties, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(d) fix the amount of Assessments, deposit the proceeds thereof in such banks and/or other depositories as approved by the Board and designate the required signatories, and use and disperse the proceeds;

(e) take such actions as deemed appropriate to collect all Assessments due to the Association and to enforce the liens given to secure payment thereof, all as more particularly described in the Governing Documents;

(f) procure and maintain such liability and hazard insurance as deemed appropriate on any properties or facilities owned or maintained by the Association, including insurance coverage as required by the Governing Documents, if any;

(g) enforce by legal means the provisions of the Declaration, these Bylaws, Rules and Regulations and other Governing Documents, and bring any proceedings that may be instituted on behalf of or against the Owners concerning the Association; and

(h) in general, to manage the business and affairs of the Association in accordance with and to enforce the provisions of all Governing Documents.

5.7 Settlement of Claims. Without limitation of any other provisions hereof, the Board of Directors is specifically authorized to compromise and settle any and all claims, demands, liabilities and causes of action whatsoever held by or asserted against the Association upon such terms and conditions as the Board may determine. The decisions of the Board as to any of the foregoing are final and conclusive.

5.8 Managing Agent; Management Certificates. The Board may at any time employ a Managing Agent for the Association, on such terms and for such compensation, and to perform such duties and services, as determined and authorized by the Board, subject however to any limitations as set forth in the Declaration. Whether or not a Managing Agent is employed, the Association must file or caused to be filed appropriate management certificates in accordance with Section 209.004 of the Texas Property Code.

ARTICLE VI
MEETINGS OF DIRECTORS

6.1 **Board Meeting Defined.** "Board meeting", "meeting of the Board" and any similar reference to any meeting of the Board of Directors, whether or not capitalized:

6.1.1 means a deliberation between a quorum of the voting Board of the Association, or between a quorum of the voting Board and another person, during which the Association's business is considered and the Board takes formal action; and

6.1.2 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 by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

6.2 **Annual Organizational Meeting.** Within thirty days after each annual meeting of Owners at which the Owners elect one or more Directors, the Board of Directors will hold an annual organizational meeting of the Board for the purposes of (i) election of all officers of the Association, and (ii) the transaction of such other business as determined by the Board.

6.3 **Regular Meetings.** Regular meetings of the Board (which includes organizational meetings as provided in **Section 6.2**) may be held as set by the Board or when called by the President of the Association or by any two Directors. Regular meetings of the Board may also be held without notice to Directors in accordance with a predetermined schedule as from time to time adopted by the Board.

6.4 **Special Meetings.** Special meetings of the Board of Directors must be held when called by the President of the Association or by any two Directors. Except in the case of an Emergency, notice to Directors, including as to the purpose or purposes of the special meeting, must be given to all Directors not less than 72 hours before the start of the special meeting.

6.5 **Quorum.** A majority of the total number of Directors as set by these Bylaws constitutes a quorum for the transaction of business at any Board meeting. Every act or decision done or made by a majority of the Directors present, in person or by proxy or by Electronic Means, at a Board meeting at which a quorum is present is the act of the Board.

6.6 **Open Board Meetings Required.** All Board meetings are open to all Members of the Association subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session as provided in **Section 6.7.2**.

6.7 **Conducting of Board Meetings.**

6.7.1 **Methods for Holding of Board Meetings.** Board meetings may be held in person or in any other manner as provided in **Section 7.1** regarding alternate forms of meetings, or any combination of these methods.

6.7.2 **Closed Executive Sessions.**

(a) The Board may adjourn a Board meeting and reconvene in closed executive session to review and consider any actions involving (i) personnel, (ii) pending or threatened litigation, (iii) contract negotiations, (iv) enforcement actions, (v) confidential communications with any Association attorney, (vi) matters involving the invasion of privacy of

individual Owners, or (vii) matters that are to remain confidential by request of the affected parties and agreement of the Board.

(b) Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, 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 closed executive session, if any.

6.7.3 Recesses. If the Board recesses a regular or special Board meeting as to which notice to Owners of the meeting is required by this Section to continue the following regular business day, the Board is not required to give notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board must give notice of the continuation in at least one manner as set forth in **Section 6.9.2(b)(i)** (being by posting the notice in one place or on an Association Internet website) within two hours after adjourning the meeting being continued, or in such other manner as may be permitted by Applicable Law.

6.7.4 Director Proxies. A Director may vote in person or by proxy. All Director proxies must be in writing, must be signed by the Director giving the proxy, and must specify the date on which the proxy was executed. Each Director proxy expires three months after the date the proxy was executed. A Director proxy is revocable unless otherwise provided in the proxy or made irrevocable by Applicable Law.

6.8 When Open Board Meeting with Notice to Owners Required. The Board may not, unless done at an open Board meeting for which prior notice to Owners was given as provided in **Section 6.9.2**, consider or vote on: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural control approval; (viii) 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; (ix) lending or borrowing money; (x) the adoption of amendments of a dedicatory instrument; (xi) the approval of an annual budget or the approval of an amendment of an annual budget; (xii) the sale or purchase of real property; (xiii) the filing of a vacancy on the Board; (xiv) the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or (xv) the election of an officer.

6.9 Notice of Board Meeting.

6.9.1 Notice to Directors of Board Meetings. Notice to Directors of Board meetings, when required, may be given orally, by personal delivery, by mail, by Electronic Means, or by any combination of these methods.

6.9.2 Notice to Owners of Board Meetings. All Owners must be given notice of the date, time, place, and general subject of each regular or special Board meeting, including a general description of any matter to be brought up for deliberation in closed executive session. The notice of each Board meeting must be given in at least one of the following manners:

(a) by mailing the notice to each Owner not later than the tenth day or earlier than the sixtieth day before the date of the meeting, or

(b) by providing the notice at least 144 hours before the start of a regular meeting or 72 hours before the start of a special meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Owners in a place located on the Association's common area property, or, with the property owner's consent, on other privately owned property within the Subdivision, or on any Internet website available to Members that is maintained by the Association or by a management agent on behalf of the Association, and (ii) sending the notice by email to each Owner who has registered an email address with the Association.

6.10 Board Action Outside of a Board Meeting. Except as provided in Section 6.8 regarding open Board meetings with notice to Owners, the Board may take action outside of a Board meeting, including voting by Electronic Means, without prior notice to Owners, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any such action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures so approved, and documented in the minutes of the next regular or special Board meeting.

ARTICLE VII
OTHER MEETING AND ACTION MATTERS: COMMITTEES

7.1 Conducting of Meetings.

7.1.1 Meeting Officials; Rules of Conduct.

(a) The President of the Association will act as the chairperson for all Owner and Board meetings. The Secretary of the Association will act as the secretary for all Owner and Board meetings. If either is absent, or is unable or unwilling to act, then the Director or Directors at the meeting will appoint a chairperson and/or secretary. In any other case the Owners present at the meeting will by majority vote appoint a chairperson and/or Secretary. In lieu of the foregoing, the Board may designate the Managing Agent (or any personnel of the Managing Agent) or any other alternate meeting official as provided below to act as the chairperson and/or secretary for any meeting.

(b) The chairperson for each Owner meeting and each Board meeting will call to order and preside over the meeting, verify a quorum, call for and conduct voting and verify or direct the proper verification of voting results as herein provided, resolve procedural disputes, decide who is entitled to address the meeting and the duration thereof, establish limits on the period of time to be allowed for discussion of any given issue, motion or other matters, and in general will supervise the orderly conduct of the meeting and obtaining of correct expressions of the decisions made thereat.

(c) Without limitation of subsection (b) above, the Board may at any time adopt policies for conducting of any Owner meeting and/or Board meeting, including as to prior notice required to be placed on a meeting agenda and rules for participation. Subject to such policies, the chairperson for each meeting is authorized to regulate all aspects of the conducting of and participation in each meeting. The foregoing includes without limitation regulation of the conduct of and all communications between all meeting participants, including limiting or prohibiting conduct or communications or expulsion from a meeting due to verbal abuse, insults or derogatory name-calling, cursing, confrontational, aggressive or threatening

behavior or any other disorderly or disruptive conduct or communications. The chairperson may be guided as to the same by the then current Robert's Rules of Order when not in conflict with these Bylaws or other Governing Documents. However, the reasonable determinations of the chairperson as to the conducting of the meeting are final, and no failure to abide by Robert's Rules of Order will in any manner invalidate any proceedings, actions or votes as to any meeting.

7.1.2 Alternate Meeting Officials. The Board may contract with or otherwise engage the Managing Agent, or an independent accounting firm, Internet online service or similar independent third party or company, to call or conduct any meetings of the Board or Owners, including the conducting, tabulation and verification of any vote conducted at the meeting and/or keeping of appropriate records as to the same.

7.1.3 Location, Date and Time of Meetings. Except when held by Electronic Means, each meeting of the Board or of the Owners must be held in the county in which all or a part of the Subdivision is located, or in a county adjacent to that county. The Board will determine the date and time of each meeting of Owners, and the location and/or Electronic Means, as applicable, for each meeting.

7.1.4 Alternative Forms of Meetings and Voting as to Same.

(a) Any meetings of the Owners, the Board or any committee may be held in person or by Electronic Means, the latter being by means of a conference telephone or similar communications system, including videoconferencing technology or the Internet, or any combination of these means. Video capability is not required for any such meeting.

(b) If any Board meeting is held by Electronic Means, in whole or in part, the equipment or system must (i) permit each Board member to hear and be heard by every other Board member, and (ii) except for any portion of the meeting conducted in executive session (y) permit all Owners in attendance at the meeting to hear all Board members, and (z) allow Owners to listen using any Electronic Means used or expected to be used by a Board member to participate. In addition, the notice of the meeting, when required, must include instructions for Owners to access any Electronic Means required to be accessible for Owners to listen as aforesaid.

(c) If any meeting of Owners is held by Electronic Means, in whole or in part, the system must permit each Director or Owner participating in the meeting to communicate with all other Directors or Owners participating in the meeting. In addition, the notice of the meeting, when required, must include instructions to access any Electronic Means required to be accessible to participate in the meeting as aforesaid.

(d) If voting is to take place at a meeting held by Electronic Means, in whole or in part, then the Association must (i) implement reasonable measures to verify that every person voting at the meeting by Electronic Means is sufficiently verified, and (ii) keep a record of any vote or other action taken.

(e) Voting at or within a specific time after a meeting held by Electronic Means, in whole or in part, constitutes voting in person for all purposes. Voting following the meeting is limited to matters properly brought before the meeting during the meeting. Any post-meeting voting may be sent to the Association by mail or other delivery or by any Electronic Means except as next provided. All matters subject to such voting, any limitations as to the manner of voting and the deadline for receipt of votes following the meeting must be specified in

the notice of the meeting or announced at the meeting, and in either case must be made a part of the record.

7.1.5 Attendance or Participation Constitutes Presence. A person's attendance at or participation in a meeting at any time, in person, by agent or proxy or by Electronic Means, constitutes presence at the meeting for all purposes unless the person participates in or attends the meeting solely to object to the transaction of any business at the meeting on the ground that the meeting was not lawfully called or convened.

7.1.6 Waiver of Notice. Notice of any meeting may be waived if the Person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before, at or after the date or time of the meeting. If a Person entitled to notice of a meeting attends or participates in the meeting as provided above, the Person's participation or attendance constitutes a waiver of notice of the meeting

7.2 Action by Written Consent.

7.2.1 Open Board Meeting Rules; Notice. This Section 7.2 is subject to the requirements of Section 6.8 regarding open Board meetings with notice to all Owners. Any advance notice required for any other action to be taken is not required to be given to take the action by written consent.

7.2.2 Unanimous Written Consent. The Board or the Owners may take action without holding a meeting, providing notice or taking a vote if each Director or Owner entitled to take the action signs a written consent or consents stating the action taken. Any such written consent has the same effect as a unanimous vote at a meeting.

7.2.3 Less Than Unanimous Written Consent. The Board or the Owners may take action without holding a meeting, providing notice or taking a vote if a written consent, stating the action to be taken, is signed by the number of Directors or Owners necessary to take that action at a meeting at which all of the Directors or all of the Owners, as applicable, were present and voting. In the case of such action by the Board each Board member must be given a reasonable opportunity to express the Board member's opinion regarding the consent to all other Board members. The consent must state the date on which each Director or Owner signed the consent. A written consent signed by less than all of the Directors or Owners is not effective to take the action that is the subject of the consent unless, not later than the fourteenth day as to a Director consent or the sixtieth day as to an Owner consent after the date of the earliest dated consent delivered to the Association, a consent or consents signed by the required number of Directors or Owners are delivered to the Association. Any written consent signed pursuant to this Section must be promptly delivered to the Association in the manner prescribed by the Association in the consent, or, if not so prescribed, then by delivery to the Managing Agent or the President of the Association by receipted personal delivery, by mail or by Electronic Means. Promptly after receiving authorization for any action by written consent, the Association must notify each Director or Owner, as applicable, who did not sign a consent as to all action authorized by the consent.

7.2.4 Counterparts; Copies. A consent under this Section may be executed in multiple counterparts, each of which will be deemed an original. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a signed written consent may be substituted or used instead of the original writing for any purpose for which the original writing could be used.

7.3 Power of Attorney. A Person may execute any instrument related to the Association by means of a written power of attorney if a true and correct copy of the executed

power of attorney is filed with the Association before or at the time the action to which the power of attorney relates is taken. Any such power of attorney may be revoked only by expiration of a stated term expressly set forth in the power of attorney or by filing of a written, dated and signed revocation with the Association. The Association is not required to determine or comply with any other conditions for termination.

7.4 Compensation of Directors or Officers. No Director or officer may receive compensation for any services rendered to the Association in their capacity as a Director or officer. However, any Director or officer may be reimbursed for actual expenses incurred in the performance of his or her duties. In addition, any Director or officer may serve the Association in any other capacity as an agent or employee or otherwise and may be compensated by the Association for any such services.

7.5 Committees. The Board of Directors, by resolution adopted by a majority of the Directors in office, may at any time appoint, organize, reorganize and abolish such committees as it may deem desirable. Any committee which will have or exercise any authority of the Board in the management of the Association must be established in accordance with Section 22.218 of the Texas Business Organizations Code. The chairperson for each committee will be appointed by the Board or elected by majority vote of the committee members, as determined by the Board. The foregoing does not apply to the Architectural Control Committee as to which all applicable provisions of the Declaration apply and control.

7.6 Notice and Limitations Periods. NOTICE AS TO ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION REGARDING ANY MEETINGS OR ACTIONS OF THE BOARD OR OF THE OWNERS MUST BE GIVEN TO THE ASSOCIATION NOT LATER THAN 120 DAYS AFTER, AND SUIT REGARDING ANY SUCH MATTER(S) MUST BE FILED IN A COURT OF COMPETENT JURISDICTION NOT LATER THAN TWO YEARS PLUS ONE DAY AFTER, THE DATE ANY CLAIM OR CAUSE OF ACTION REGARDING THE SAME ACCRUES. ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION REGARDING ANY SUCH MATTERS AS TO WHICH NOTICE IS NOT GIVEN OR AS TO WHICH SUIT IS NOT FILED AS AFORESAID IS THEREAFTER WAIVED, BARRED, RELEASED AND FOREVER DISCHARGED. THE FOREGOING IS IN ADDITION TO AND NOT IN LIMITATION OF SECTION 3.6.8 WHICH CONTROLS REGARDING A RECOUNT OF ANY VOTES.

ARTICLE VIII OFFICERS

8.1 Enumeration of Officers. The officers of this Association are a president, a vice president, a secretary, and a treasurer, each of whom must be a member of the Board of Directors, and such other officers as the Board may from time to time by resolution create. The same person may not simultaneously hold the offices of President and Secretary. Any two or more offices may otherwise be held by the same person.

8.2 Election; Term. The officers of this Association will be elected annually by the Board at its annual organizational meeting. Each officer will hold office for one year and until his or her successor is elected and qualified unless he or she resigns sooner, or is removed, or otherwise become disqualified to serve.

8.3 Resignation or Removal. Any officer is automatically removed from office in like manner as a Director as provided in Section 5.5.3 regarding automatic removal of Directors. Any officer may be removed from office at any time and with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the President or any

Director. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation by the Board of Directors will not be necessary to make it effective.

8.4 Vacancies. Any vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy will serve for the remainder of the term of the officer being replaced.

8.5 Duties of Officers.

8.5.1 President. The President is the chief executive officer of the Association. The President has all general powers and duties of management usually vested in the office of the president of a Texas nonprofit corporation, including general supervision, direction and control of the business and officers of the Association. Specifically, but without limitation of the foregoing, the President will preside as chairperson at all meetings of the Board of Directors and of the Owners as provided in **Section 7.1**; will see that orders and resolutions of the Board are carried out; will sign as President all leases, mortgages, deeds and other written instruments and will cosign with any other officer all checks and promissory notes which have been first approved by the Board of Directors except as otherwise authorized by the Board; and will exercise such other authority and discharge such other duties as may be required by the Board of Directors.

8.5.2 Vice President. The Vice President will act in the place and stead of the President in the event of his or her absence, or inability or refusal to act, and will exercise such other authority and discharge such other duties as may be required by the Board.

8.5.3 Secretary. The Secretary will record the votes and keep the minutes, of all meetings and proceedings of the Board and of the Owners; give notice of meetings of the Board and of the Owners; keep appropriate current records showing the Members and Owners of the Association together with their addresses; and will exercise such other authority and discharge such other duties as may be required by the Board.

8.5.4 Treasurer. The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by the Board of Directors; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association, and report on and make the same available for inspection by Members of the Association as required by the Board, these Bylaws or the Declaration; and will exercise such other authority and discharge such other duties as may be required by the Board.

8.5.5 Interim and Other Officers. Except as otherwise expressly provided herein or in the Declaration, if at any time any officer is absent or otherwise unable or unwilling to act, the Board may appoint on an interim basis any other officer, Director, Member or personnel of the Association's Managing Agent to perform the duties of that officer, provided that the same person may not simultaneously act as President and Secretary. Interim officers and such other officers as the Board may at any time create will exercise such authority and discharge such duties as may be required by the Board for such duration as determined by the Board.

ARTICLE IX
AMENDMENT

9.1 Amendment by Board. The Board of Directors may amend these Bylaws at any time in any manner deemed necessary or appropriate by the Board, but subject in all cases to **Section 9.2**. The foregoing does not apply to amendment of **Section 5.1** regarding the number

of Directors composing the Board of Directors or to **Section 5.2** regarding qualifications or disqualifications of Directors which may be amended only by Owners as provided in **Section 9.2**.

9.2 Amendment by Owners. These Bylaws may be amended, in whole or in part, at any annual or special meeting of the Owners. The notice for any meeting of the Owners at which any amendment of these Bylaws is to be considered (i) must state such purpose, and (ii) must contain or be accompanied by a true and correct copy of the proposed amendment(s) or a summary statement thereof. In the event of any conflict between any provisions of any amendment adopted by the Board and any provisions of any amendment adopted by the Owners, the provisions of the amendment adopted by the Owners will control.

9.3 Binding Effect; Effective Date. Any amendment adopted in accordance with this Article is binding upon all Members and all Owners. Any such amendment will be effective upon the date of Filing of Record of or such later date as expressly stated in the amendment.

9.4 "Amendment" Defined. In these Bylaws the terms "amend", "amendment" or substantial equivalent mean and refer to any change, modification, revision or termination of any provisions of these Bylaws, in whole or in part.

ARTICLE X MISCELLANEOUS

10.1 Association Books and Records.

10.1.1 Maintenance - General. The Association must keep current and accurate books and records of the business and affairs of the Association, including financial records, meeting minutes and written consents as to any actions taken by written consent. The Architectural Control Committee must also keep and maintain records evidencing the final decision(s) of the Architectural Control Committee as provided in the Declaration.

10.1.2 Meeting Minutes and Records. The Association must keep, or cause to be kept, a record of each Board meeting and each Owner meeting, including as to any meeting held by Electronic Means, in the form of written minutes of the meeting. The Board must 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.

10.1.3 Policies. The Association must retain Association books and records and must provide for inspection and copying of books and records of the Association in accordance with the Association's policies as to the same. Such policies must be adopted in accordance with Section 209.005 of the Texas Property Code. The Board may at any time adopt and amend such policies and such other policies regarding Association books and records as deemed necessary or appropriate.

10.2 Any Website to Contain Dedicatory Instruments. If the Association maintains, or the Managing Agent on behalf of the Association maintains, an internet website which is available to Association Members, then the Association must make available on its Internet website current versions of its dedicatory instruments relating to the Association or Subdivision which are Filed of Record. The foregoing includes the Declaration, the Certificate of Formation, these Bylaws, Architectural Guidelines and Rules and Regulations, and all amendments thereof, if any. SUBJECT TO SECTION 209.006 OF THE TEXAS PROPERTY CODE REGARDING NOTICE

BEFORE ENFORCEMENT ACTION, NOTICE BY POSTING ON AN ASSOCIATION WEBSITE IS NOTICE TO ALL OWNERS, TENANTS AND THEIR RELATED PARTIES FOR ALL PURPOSES.

10.3 Notices and Other Communications.

10.3.1 General. Unless otherwise expressly provided herein, all notices or other communications permitted or required under these Bylaws must be in writing and may be given in any manner permitted by, and are deemed delivered as provided in, either the Declaration or these Bylaws. The Association is not required to send more than one notice per Lot regardless of the number of Co-Owners of any Lot. REFUSAL TO ACCEPT DELIVERY OF ANY NOTICE WILL BE DEEMED ACTUAL NOTICE AND ACTUAL KNOWLEDGE OF THE MATERIALS REFUSED.

10.3.2 Owner Information and Notice of Change Required. The Owner of each Lot must provide to the Association within thirty days after acquiring an interest in a Lot or leasing of the Lot all information as to the Owner and as to the Owner's tenants, as applicable, as provided in the Declaration. Each Owner and tenant must also provide, confirm and update all such information, upon written request from the Association within ten days after the date of a request or such later date as stated therein.

10.3.3 Owner Registration of Email Address Required. IT IS THE DUTY OF EACH OWNER TO KEEP ONE (AND ONLY ONE) CURRENT EMAIL ADDRESS REGISTERED WITH THE ASSOCIATION. REGISTRATION IS REQUIRED FOR THE PURPOSES OF RECEIVING NOTICES AND OTHER COMMUNICATIONS, INCLUDING NOTICES OF BOARD AND OWNER MEETINGS. THE BOARD MAY AT ANY TIME ESTABLISH SPECIFIC REQUIRED FORMS OR PROCEDURES FOR REGISTRATION OF EMAIL ADDRESSES.

10.3.4 Maintenance of Electronic Means Capabilities Required. It is the obligation of each Owner and their tenant(s) to maintain the capability to receive and to confirm receipt of any notices or other communications from the Association by, and to participate in any meetings as applicable by, Electronic Means. By acceptance of any right, title or interest in any Lot, or by occupancy thereof, each Owner and their tenant(s) consent to the use of Electronic Means by the Association as to any notices, communications or meetings in accordance with the Declaration, these Bylaws and other applicable Governing Documents.

10.4 Association Contracts and Transactions.

10.4.1 An otherwise valid and enforceable contract or transaction between the Association and (a) one or more Directors, officers or Members, or one or more affiliates thereof, or (b) an entity or other organization in which one or more Directors, officers or Members, or one or more affiliates or associates thereof (i) is a managerial official or member, or (ii) has a financial interest, is valid and enforceable, and is not void or voidable, if entered in accordance with Section 22.230 of the Texas Business Organizations Code and Section 209.0052 of the Texas Property Code.

10.4.2 If the Association proposes to contract for services that will cost more than \$50,000.00, than the Association shall solicit bids on proposals using a bid process established by the Board.

10.4.3 The provisions of this Section 10.4 do not apply during the Declarant Control Period or the Development Period.

10.5 Construction

10.5.1 Interpretation. All provisions of these Bylaws must be liberally construed to give full effect to their intent and purposes. The captions of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the contents of the Article or Section to which they refer. Wherever the context requires, all words in the male gender are deemed to include the female or neuter gender, all singular words include the plural, and all plural words include the singular.

10.5.2 Severability. Whenever possible, each provision of these Bylaws will be interpreted in such manner as to be effective and valid. If the application of any provisions of these Bylaws to any Person, to any property or to any circumstances is prohibited or held invalid, such prohibition or invalidity will not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions hereof are declared to be severable.

10.6 Applicability of Bylaws. All present or future Members and Owners, tenants thereof, and their respective officers, agents, employees, guests, invitees, or other Related Parties, and all other Persons occupying or residing within or upon the Subdivision or any Lot or utilizing any Community Properties in any manner, are subject to these Bylaws to the fullest extent permitted by Applicable Law.

10.7 Waiver of Interest in Association Property. All real and personal property, including all Community Properties and all improvements located thereon, which is acquired by the Association will be owned by the Association. No Member has any interest in any specific property of the Association. No Member has any right to require partition of all or any part of any such property.

10.8 Declarant Control Period and Development Period. Notwithstanding any other provisions of these Bylaws, the provisions of Exhibit "A" attached hereto and incorporated by referenced herein apply during the Declarant Control Period and the Development Period (and thereafter as therein provided).

EXHIBIT "A"

(To Bylaws of Hunters Crossing Community Association, Inc.)

DEVELOPMENT PERIOD PROVISIONS

A1.01 Application. Notwithstanding any other provisions of the Bylaws, the provisions of this Exhibit "A" to the Bylaws apply during the Declarant Control Period (and during the Development Period as herein provided). In the event of any conflict the provisions of this Exhibit "A" will control.

A2.01 Definitions. All definitions set forth in the Declaration (including **Article II** of the Declaration) or in the Bylaws are incorporated by reference herein.

A3.01 Declarant Rights. During the Development Period (and thereafter as applicable) Declarant may exercise all Declarant rights, authority, powers, privileges and prerogatives of Declarant ("**Declarant Rights**") as provided in or permitted by the Governing Documents, including this Exhibit "A", independently and unilaterally, without notice to, and without the joinder, vote or consent of the Board, the Architectural Control Committee, any other Owner or any other Person. Declarant may exercise any and all Declarant Rights in Declarant's sole and absolute discretion and in Declarant's sole interest. Declarant may act through any officer, agent, employee or other representative as determined in Declarant's sole discretion and is not required to designate any Designated Representative.

A4.01 Appointment of Directors and Officers. During the Declarant Control Period, Declarant has exclusive authority to appoint, reappoint, elect, remove or replace any or all members of, and to otherwise fill any and all vacancy as to, the Board, and as to any officers of the Association. During the Declarant Control Period neither Directors nor officers are required to be Owners or Members or to reside in the Subdivision.

A5.01 Meetings of Owners. During the Declarant Control Period, meetings of the Owners will be primarily informational. Any meeting of the Owners during the Declarant Control Period may be called and conducted in any manner permitted by the Bylaws, the Declaration or the Texas Business Organizations Code, as determined in Declarant's sole discretion.

A6.01 Board Meetings and Actions. During the Declarant Control Period meetings of the Board are permitted but are not required. Except as otherwise required by Section 209.0051 of the Texas Property Code, during the Declarant Control Period the Board may meet or otherwise act in any manner permitted by the Governing Documents or the Texas Business Organizations Code and the open Board meeting rules do not apply. The foregoing includes without limitation the taking of any vote by the Board or the taking of any action by written consent, without a meeting, and in any such case without notice to, and without the joinder, vote or consent of any Member or Owner or of any other Person.

A7.01 Declarant's Amendment and Veto Authority. During the Development Period Declarant has continuing and unilateral authority to amend the Bylaws, including as provided in Section 6.01 of the Declaration, and to veto any decisions or actions of the Owners and/or of the Board and/or of any officer. The foregoing applies throughout the Development Period even if the Declarant Control Period ends prior to termination of the Development Period.

A8.01 No Impairment of Declarant's Rights. Notwithstanding any other provisions of the Governing Documents, no Declarant Rights or limitations of liability applicable to Declarant may be amended, modified or terminated in any manner, either during or after the Declarant Control Period or the Development Period, without the prior written consent of Declarant.

EXHIBIT "C"
(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION)

**HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.**

**PAYMENT PLAN, DOCUMENTS INSPECTION AND COPYING AND
DOCUMENTS RETENTION POLICIES**

HUNTERS CROSSING COMMUNITY ASSOCIATION, INC.

PAYMENT PLAN, DOCUMENTS INSPECTION AND COPYING AND DOCUMENTS RETENTION POLICIES

1.0 **Definitions.** All definitions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Hunters Crossing heretofore filed under Clerk's Instrument No. 212204, Official Public Records of Real Property of Austin County, Texas, as amended (the "Declaration"), are incorporated by reference herein, including "Board" which means the Board of Directors which is the governing body of this Association. The definitions apply, whether or not capitalized herein, and are in addition to any other definitions herein.

2.0 **Payment Plans.**

2.1 **Term.** Upon written request, and subject to **Section 2.2**, an owner is automatically approved for a three-month payment plan for payment of all amounts then due in three equal and consecutive monthly payments, beginning not more than thirty days after the request for the payment plan is received by the Association. Upon written request stating good cause, the Board may but is not required to grant a longer payment plan period not to exceed eighteen (18) months.

2.2 **When Not Available.** The Association is not required to make a payment plan available to an owner who has been given written notice by certified mail after the expiration of the period for cure as stated in the notice (being at least 45 days). The Association is not required to allow an owner to enter a payment plan more than once in any 12-month period. The Association is not required to enter into a payment plan with an owner who has defaulted under a previous payment plan during the two years following the owner's default under the previous payment plan.

2.3 **Payment Plan Amount.** The initial total amount due under the payment plan must be stated in the payment plan agreement. The initial total amount due under a payment plan will be all amounts due to the Association as provided in the Declaration and any other applicable governing documents as of the date of the payment plan agreement, plus (i) reasonable costs associated with administration of the payment plan, and (ii) interest at the rate allowed by the Association's governing documents, or such lesser rate as stated in the payment plan agreement (the "Payment Plan Amount"). The Association may not charge additional late fees or other monetary penalties during the term of the payment plan agreement so long as the owner is not in default under the payment plan agreement. Monetary penalties do not include administrative costs or interest.

2.4 **When Effective.** A payment plan is not effective unless and until the applicable owner enters a payment plan agreement. Each payment plan agreement (i) must be in writing on a form provided or approved by the Association, (ii) must be fully completed, dated and signed by the applicable owner, and (iii) is not effective until the properly completed payment plan agreement and any required payment is received by the Association.

2.5 **Owner Records Maintenance Required.** The applicable owner must keep track of payments, including due dates, dates and amounts of payments and remaining payments due. No notices or reminders as to any of the foregoing need be sent. Any reasonable costs incurred by the Association regarding the foregoing may be charged as costs of administration of the payment plan which must be paid upon demand.

2.6 **Post Settlement Payments.** All assessments and any other amounts which become due to the Association after the date of determination of the Payment Plan Amount must be paid to the Association in full, when due, and in addition to the payments due under the payment plan.

2.7 **Default.** The following provisions apply regarding default and termination of a payment plan:

2.7.1 An owner is considered in default if (i) the owner fails to complete, date, sign and return the payment plan agreement and the initial payment to the Association when due, or (ii) the owner fails to make any payment when due, or (iii) the owner makes any payment for less than the total amount of the payment which is due, or (iv) any payment is returned due to insufficient funds, or is not honored or paid due to any other reason.

2.7.2 A payment plan is automatically terminated and of no further force or effect (i) if the Owner fails to fully cure any default within ten days after the date notice of default is sent to the Owner, or (ii) immediately upon occurrence of any default which occurs after notice of default has been given as aforesaid.

2.7.3 Upon termination of a payment plan:

(a) all amounts due under the payment plan agreement, and all other amounts which would be due to the Association but for the payment plan agreement and which have become due in consequence of the default, automatically and immediately become due and payable in full to the Association; and

(b) the Association may immediately pursue all rights and remedies of the Association under its governing documents, or as otherwise permitted by law; and

(c) the Association has no obligation to accept a payment plan from the defaulting Owner during the two year period following the last date of default prior to termination of the applicable payment plan agreement; and

(d) if, at the time the Association receives a payment, the Owner is in default under a payment plan, the Association may apply the payment in any manner permitted by the Association's governing documents except that any fine assessed by the Association may not be given priority over any other amount owed to the Association.

2.8 **Notices.** Any notices regarding a payment plan agreement may be given in any manner as provided in the Association's governing documents, or as provided in the payment plan agreement.

3.0 **Documents Inspection and Copying.**

3.1 **Right to Inspect.** The Association must make its books and records, including financial records, open and reasonably available for examination and copying in accordance with this policy and Texas Property Code, Section 209.005.

3.2 **Required Request.**

3.2.1 The Association must make the written minutes of its regular and special meetings of the Board, including approved minutes, available to an Owner for inspection and copying on the Owner'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.

3.2.2 Except as provided in **Section 3.2.1**, inspection or copying of Association books and records is permitted only upon written request by an Owner as provided in this policy. Each request must be submitted to the Association by certified mail, and must state therein sufficient detail to identify the specific books and records being requested. The request must also 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. Copies may be produced as provided in **Section 3.4**, as determined by the Association. Each request must be sent to the Association by certified mail, return receipt requested. The following applies in the event of an inspection:

(a) The owner who conducts an inspection may (i) at the time of the inspection designate specific Association books or records for the Association to copy and forward to the owner, or (ii) send a proper request to the Association after the inspection as above provided. If designated at the time of inspection (y) the designation must be in writing and signed by the owner (or owner agent) and by the Association or its managing agent, and (z) the Association must promptly thereafter send notice and produce the Association books and records as herein provided. Any member of the Board or other Association officer or agent may be present during all or any part of the inspection.

(b) No Association books or records may be removed from the inspection area without the express written consent of a Board member or the Association's managing agent. No original Association books or records may be removed from the Association's office for any reason by an owner (or owner agent).

3.3 **Production Costs.** Each owner requesting books and records must pay estimated costs for the compilation, production and reproduction of requested books and records ("**Production Costs**"). All such costs must be paid in advance unless otherwise agreed in writing by the Association. If paid in advance any difference in estimated and actual Production Costs must be paid or will be refunded as provided in Texas Property Code, Section 209.005. An owner who, either directly or through an owner agent, makes a request under this policy is responsible for payment of all Production Costs due to the Association under this policy. The amount of any Production Costs not paid as required by this policy may be added to the applicable owner's account as a specific assessment.

3.4 **Manner of Production.** The Association may produce books and records in hard copy, electronic or other format reasonably available to the Association as determined by the Board or the Association's managing agent. The Association is not required to create documents to comply with an owner's request or to reduce information to a tangible form.

3.5 **Responses to Requests.** Within ten business days after receipt of a proper written request, the Association must either (i) forward the requested books and records together with an invoice for final Production Cost, or (ii) send written notice to the owner who requested the books and records:

3.5.1 stating any deficiencies in the request which prevent the Association from making a proper response, including a request for verification of ownership or authority of any agent to act on behalf of an owner if the identity of the owner or authority of the agent cannot be reasonably identified from the Associations records; or

3.5.2 stating the amount of estimated Production Costs and advising the books and records will be produced within ten business days after receipt of payment for estimated Production Cost; or

3.5.3 if an inspection is requested before obtaining copies, stating the place where, and stating available dates and times during normal business hours when, the books and records are available for inspection, and in such case the owner must deliver to the Association written confirmation of the date and time the inspection will take place at least one full business day before the selected date (for example, if the inspection is to take place on a Wednesday, the Association must receive the written confirmation by Monday); or

3.5.4 if the books or records cannot be produced within ten business days:

(a) advising the Association is unable to produce the books or records on or before the tenth business day after the date the Association received the request, and

(b) stating an alternative date by which the requested books or records will be available either for inspection or for forwarding and estimated Production Costs, and in such case the alternative date must be not later than fifteen business days after the date of receipt of a proper request; or

3.5.5 advising that after a diligent search, some or all of the requested books or records cannot be located, or are not in the possession, custody or control of the Association; or

3.5.6 any combination of the foregoing as the circumstances may reasonably require.

3.6 **Books and Records Not Available for Inspection or Copying.** Except as otherwise expressly required by law, the following Association books and records are not available for inspection and the Association has no obligation to produce or permit inspection of the same:

(a) financial records, including records of debit or credit entries as to amounts due or payable to the Association, associated with an individual current or former owner;

(b) any books or records that identify any violation history of any current or former owner regarding any dedicatory instrument or other governing documents of the Association;

(c) any owner contact information other than an owner's mailing address;

(d) information related to an employee of the Association, if any, including personnel files;

(e) documents, received, retained or reviewed in any closed executive session of the Board which involve personal, pending or threatened litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual owners, matters that are to remain confidential by request of the affected parties and agreement of the Board and confidential communications with a current or former Association attorney; or

(f) attorney files, records, attorney work product and any document that is privileged as an attorney-client communication regarding a current or former Association attorney except as otherwise expressly required by Texas Property Code, Sections 209.005(d) and 209.008(d).

3.7 Only Owner or Owner's Agent May Inspect or Copy. The Association has no obligation to make any Association books or records available for inspection by, or to produce any Association books or records to, any person other than an owner, or a person designated in writing for such purposes as the owner's agent, attorney or certified public accountant. This exclusion includes any tenant of an owner unless the tenant is designated in writing as an owner agent for such purpose and the designation is filed with the Association.

3.8 Permitted Production Costs. Estimated and actual Production Costs may not exceed the costs allowed pursuant to the Texas Administrative Code, Section 70.3. Such charges will be automatically adjusted in accordance with any subsequent change as to Section 70.3 or other applicable law. Current permitted charges are as follows:

3.8.1.1 and white 8½"x11" single sided copies=\$0.10 per page or part of a page

3.8.1.2 black and white 8½"x11" double sided copies=\$0.20 per page or part of a page

3.8.1.3 color 8½"x11" single sided copies=\$0.50 per page or part of a page

3.8.1.4 color 8½"x11" double sided copies=\$1.00 per page or part of a page

3.8.2 PDF images of documents=\$0.10 per page or part of a page

3.8.3 compact disk (material charge only)=\$1.00 each

3.8.3.1 labor and overhead=\$15.00 per hour (IF over 50 pages OR IF documents are located in remote storage facility)

3.8.4 mailing supplies=\$1.00 per mailing

3.8.5 postage=at cost

3.8.6 other supplies=at cost

3.8.7 third party fees=at cost

3.8.7.1 other costs=as permitted by current Texas Administrative Code, Section 70.3.

4.0 Documents Retention Policy. Books and records of the Association must be retained at a minimum for the following retention periods:

4.1 Bylaws, if any, restrictive covenants and all amendments thereof must be retained permanently.

4.2 Financial books and records must be retained for seven years.

4.3 Minutes of meetings of the owners and of the Board must be retained for seven years.

4.4 Tax returns and audit records must be retained for seven years.

4.5 Account records of current owners must be retained for five years. Account records of former owners must be retained for one year starting after the date of termination of such ownership as reflected by the records of the Association.

4.6 Contracts with a term of one year or more must be retained for four years after the expiration of the contract term.

5.0 Amendment. These policies may be amended at any time by Declarant during the Development Period or by the Board after the Development Period. Any such amendment will be effective upon the date of Filing of Record of or such later date as expressly stated in the amendment.

EXHIBIT "D"
(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION)

**HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.**

PROTECTED PROPERTY USE POLICIES

HUNTERS CROSSING COMMUNITY ASSOCIATION, INC.

PROTECTED PROPERTY USE POLICIES

1.0 General Provisions.

1.1 **Applicability.** These policies apply to any protected property uses established pursuant to Chapters 202 and 209 of the Texas Property Code, and other Applicable Law, and to any structure, object, thing or device specifically pertaining to the protected property use (a "Protected Property Use Device").

1.2 **Definitions.** All definitions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Hunters Crossing heretofore filed under Clerk's Instrument No. 212204, Official Public Records of Real Property of Austin County, Texas, as amended (the "Declaration"), are incorporated by reference herein, including "Board" which means the Board of Directors which is the governing body of this Association. The definitions apply, whether or not capitalized herein, and are in addition to any other definitions herein.

1.3 **Prior Approval Required.** Except as otherwise expressly provided in this these policies or in applicable Architectural Guidelines and/or Rules and Regulations, if any, prior written approval must be requested and obtained from the Architectural Control Committee in accordance with **Article IV** of the Declaration as to any Protected Property Use Device prior to construction, installation or maintenance of the same. Each approval request must also contain sufficient information and/or documentation as necessary to confirm compliance as aforesaid and with applicable provisions of these policies.

1.4 General Location Requirements: Determining Easements, Setbacks and Lot Lines.

1.4.1 Subject to and without limitation of any other specific location requirements as otherwise stated in these policies or in the Declaration, or in applicable Architectural Guidelines and/or Rules and Regulations, if any, no Protected Property Use Device may be located, placed or maintained at any location within the Subdivision (i) on any property which is owned by the Association, or owned in common by the Members of the Association and the Association, or (ii) at any other location within the Subdivision except upon the Lot of the owner of the Protected Property Use Device.

1.4.2 Whenever easements, setbacks and Lot lines are referenced in these policies (or the Declaration), the easements, setbacks and Lot lines must be determined in accordance with the Plat, the Declaration and all other matters Filed of Record. For example, a Lot line is not necessarily the same as the curb or edge of an abutting street, and a building setback is not necessarily the same as the location of the front of a residence.

1.5 **Continued Maintenance Requirement.** Each Protected Property Use Device must be properly maintained in good condition and appearance at all times. Any deteriorated, damaged, structurally unsound or improperly functioning Protected Property Use Device must be promptly repaired, replaced or removed.

2.0 Energy Efficient Roofing.

2.1 This Section applies to "**Energy Efficient Roofing**" which means shingles that are designed primarily to (i) be wind and hail resistant, (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles, or (iii) provide solar generation capabilities.

2.2 The Association may not prohibit or restrict an Owner who is otherwise authorized to install shingles on a roof on a structure that is located on the Owner's Lot from installing Energy Efficient Roofing, provided that when installed the shingles:

2.2.1 will otherwise comply with all applicable provisions of the Declaration, and with all applicable Architectural Guidelines and/or Rules and Regulations, if any;

2.2.2 resemble the shingles used or otherwise authorized for use in accordance with **Section 2.2.1**;

2.2.3 are more durable than and are of equal or superior quality to the shingles described in **Section 2.2.1**; and

2.2.4 match the aesthetics of the property surrounding the Owner's property.

3.0 **Political Signs.** Political signs advertising a political candidate or ballot item for an election (a "**Political Sign**") are permitted, subject to the following:

3.1 No Political Sign is permitted earlier than the 90th day before the date of the election to which the sign relates, and each Political Sign must be removed in its entirety by the 10th day after the election date.

3.2 No more than one Political Sign for each candidate or ballot item may be displayed per Lot.

3.3 Each Political Sign must be ground-mounted.

3.4 No Political Sign may be larger than four feet by six feet (4' x 6').

3.5 No Political Sign may (i) contain roofing material, siding, paving materials, flora, any balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; (ii) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; (iii) include the painting of architectural surfaces; (iv) threaten the public health or safety; (v) violate a law; (vi) contain language, graphics, or any display that would be offensive to the ordinary person; or (vii) be accompanied by music or other sounds or by streamers, or be otherwise distracting to motorists.

3.6 The Association may remove, discard, and dispose of any Political Sign which is placed or displayed within the Subdivision in violation of this Section and/or may impose fines as to the same as permitted or provided in the Declaration or other Governing Documents without liability for trespass, conversion or otherwise, or for any damages of any kind.

4.0 **Permitted Flags.**

4.1 Subject to other applicable provisions of this Section, the Association may not prohibit or restrict an Owner from displaying upon the Owner's Lot (i) one American flag as permitted by the Freedom to Display the American Flag Act of 2005, and (ii) one flag of the State of Texas, and one flag each of any branch of the United States armed forces (official or replica) as permitted by Section 202.012 of the Texas Property Code (a "**Permitted Flag**"). Only Permitted Flags may be displayed. All other flags are deemed to be a "sign," and are thereby subject to all applicable provisions of the Declaration and other Governing Documents regarding signs.

4.2 Permitted Flags may only be displayed (i) from a pole attached to the residence, including the appurtenant garage, as herein provided (a "**Flagstaff**"), or (ii) from a free-standing pole which is installed in the ground as herein provided (a "**Flagpole**"). All Permitted Flags must be displayed in a respectful manner in accordance with 4 U.S.C., Section 5-10, Texas Government Code, Section 3100, and all other military codes and laws, as applicable.

4.3 The display of any Permitted Flag, and the location and construction of any Flagpole or Flagstaff, must comply with all applicable zoning ordinances, easements and setbacks of record. Easements and setbacks must be determined as provided in **Section 1.4** regarding general location requirements.

4.4 No Flagstaff or Flagpole may be located or displayed on any property which is maintained by the Association, including without limitation on any part of a Lot as to which the Association provides lawn or landscape maintenance, or on any part of a residence, including appurtenant garage, which is maintained by the Association, if any.

4.5 Not more than one Flagpole or one Flagstaff, and not both, may be placed or maintained on any Lot in accordance with the following:

4.5.1 For purposes of this Section, "**front yard**" means a yard within a Lot having a front building setback line with a setback of not less than fifteen feet (15') extending the full width of the Lot between the front Lot line and the front building setback line.

4.5.2 If the Lot has a front yard, then, either one Flagpole may be installed in the front yard, or one Flagstaff may be attached to the residence, including appurtenant garage, located on the Lot. In such case a Flagpole and a Flagstaff is not permitted.

4.5.3 If the Lot does not have a front yard, then one Flagstaff may be attached to the residence, including an appurtenant garage, which is located on the Lot. **No Flagpole is permitted on any Lot which does not have a "front yard."**

4.6 A Flagpole (i) may not exceed twenty feet (20') in height, (ii) may not exceed twelve inches (12") in diameter unless approved by the Architectural Control Committee in accordance with the manufacturer's recommendations, and (iii) must be permanently installed in the ground in accordance with the manufacturer's instructions.

4.7 A Flagstaff (i) may not be more than four feet (4') in length, (ii) may not exceed four inches (4") in diameter unless approved by the Architectural Control Committee in accordance with the manufacturer's recommendations, (iii) may not be attached such that any part of the Flagstaff exceeds the lesser of (x) twenty feet (20') in height above ground level, (y) the height of the lower border of the roof on the applicable residence or garage (the eaves), or (z) such lower height as determined by the Architectural Control Committee to be reasonably

necessary to obtain aesthetic compatibility and harmony of external design, location and appearance as provided in the Declaration or other applicable Governing Documents, and (iv) must be securely attached by a bracket at an angle of 30 to 45 degrees down from vertical and in accordance with the manufacturer's instructions.

4.8 Permitted Flags are limited in size to a maximum of three feet tall and five feet wide (3' x 5').

4.9 Not more than one Permitted Flag may be displayed on a Flagstaff. Not more than one Permitted Flag may be displayed on a Flagpole which is less than twelve feet (12') in height. Not more than two Permitted Flags may be displayed on a Flagpole that is twelve feet (12') to twenty feet (20') in height.

4.10 A Permitted Flag may be illuminated only if it will be displayed at night, and if existing ambient lighting does not provide essentially equivalent lighting as next provided. Any permitted illumination (i) must be ground mounted in close proximity to the Permitted Flag, (ii) must be pointed towards the center of the flag, and must face and be pointed towards the main residence located on the Lot, (iii) must utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover, and (iv) may not provide illumination exceeding the equivalent of a 60 watt incandescent bulb.

4.11 Flagstaffs and Flagpoles must be (i) commercially made for flag display purposes, (ii) constructed of permanent, long-lasting materials with a finish appropriate to the materials use in the construction of the Flagstaff or Flagpole, and (iii) harmonious with the main residence located on the applicable Lot.

4.12 Any external halyard of a Flagstaff or Flagpole must be secured to eliminate or to reduce so far as possible noise from flapping or other movement.

5.0 **Rainwater Harvesting Systems.**

5.1 Subject to other applicable provisions of the Section, the Association may not prohibit or restrict installation or maintenance by an Owner on the Owner's Lot of a rain barrel or other rainwater harvesting system (a "**Rainwater Harvesting System**").

5.2 In addition to the general location requirements set forth in **Section 1.4** hereof, the Rainwater Harvesting System may not be located between the front of the main residence located on the Lot and any adjoining or adjacent street.

5.3 The Rainwater Harvesting System must be of a color which is consistent with the color scheme of the main residence on the applicable Lot and may not display any language or other content that is not typically displayed on the Rainwater Harvesting System as it is manufactured.

5.4 This subsection applies if and as to each Rainwater Harvesting System which will be installed on or within the side yard area of a Lot, or which would otherwise be visible from any street or any Community Properties, or from another Lot. In each such case the proposed Rainwater Harvesting System is subject to regulation as to the size, type, shielding and materials used in the construction of the system as part of the approval process as provided in **Section 1.3**, provided that the economic installation of the system may not be prohibited thereby. The Owner seeking approval of any Rainwater Harvesting System subject to the foregoing must submit with the Owner's approval request a description of methods proposed to shield and otherwise minimize the visibility and visual impact of the system.

5.5 Harvested water must be used and may not be allowed to become stagnant or otherwise cause or create any threat to health or safety. Any unused Rainwater Harvesting System must be removed if any part thereof is visible from any street, any Community Properties or another Lot, or if the unused system may or does cause or create any threat to health or safety.

6.0 Solar Energy Devices.

6.1 In this Section, "**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling, or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling, or in the production of power. The term also includes all components of the Solar Energy Device as applicable, including any related mast, frame, brackets, support structures, piping and wiring.

6.2 No Solar Energy Device may be installed or maintained upon any residence or Lot, or at any other location in the Subdivision, either during or after the Development Period, except in accordance with this Section.

6.3 All Solar Energy Devices must be installed and thereafter maintained in compliance with the manufacturer's instructions and requirements, and must be installed and thereafter maintained in a manner which does not void any material warranties.

6.4 All Solar Energy Devices must be installed and thereafter maintained in such manner as not to cause or create any threat to public health or safety, or any violation of any law. A Solar Energy Device is prohibited if, as adjudicated by a court to the extent so required by law, the Solar Energy Device (i) threatens the public health or safety, or (ii) violates a law.

6.5 A Solar Energy Device is prohibited if the Association determines in writing that placement of the proposed solar energy device constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making a determination under this subsection, the written approval of the proposed placement of the Solar Energy Device by all Owners of adjoining property constitutes prima facie evidence that such a condition does not exist. Any such written approval by Owners of adjoining property must contain a certification that the approving Owner has received and reviewed a survey and complete plans and specifications regarding the proposed Solar Energy Device as required by **Article IV** of the Declaration and this Section, including plans and specifications which show the specific location and appearance as installed of the proposed Solar Energy Device.

6.6 In addition to the general location requirements as set forth in **Section 1.4** hereof, a Solar Energy Device must comply with the following:

6.6.1 No Solar Energy Device may be located on any property which is maintained by the Association, including any part of a Lot as to which the Association provides lawn or landscape maintenance, and including any part of any residence or other structure which is maintained by the Association.

6.6.2 No Solar Energy Device may be located on a Lot at any location other than (i) entirely on the roof of the main residence located on the Lot, or (ii) entirely within a fenced yard area of the Lot, or (iii) entirely within a fenced patio located in the back yard of the Lot.

6.7 A Solar Energy Device which is mounted on the roof of the main residence of the Lot must comply with the following:

6.7.1 No portion of the Solar Energy Device may extend higher than or beyond the roof line, or extend beyond the perimeter boundary or boundaries of the roof section to which it is attached.

6.7.2 The Solar Energy Device must conform to the slope of the roof to which attached, and must have a top edge that is aligned parallel to the roof ridge line for the roof section to which attached.

6.7.3 The Solar Energy Device must have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles, or a silver, bronze or black tone commonly available in the marketplace.

6.7.4 The Solar Energy Device may not have any advertising slogan, logo, print or illustration upon the solar energy device other than the standard logo, printing or illustration which is included by the manufacturer of the Solar Energy Device.

6.7.5 The Solar Energy Device (i) must be located entirely on one side of the roof, and (ii) must be located on the roof so as not to be visible from any street. Notwithstanding the foregoing, approval of an alternative roof location may be requested upon submission of proof that (ii) the alternate location will increase the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area as otherwise required by this subsection, (iii) the alternative roof location provides the least visibility from any street from which an increase in the estimated annual energy production can be obtained, and (iv) the increase in annual energy production is required only to provide necessary and sufficient energy production to the residence, and is not for the production of excess energy for the use by or sale to others.

6.8 A Solar Energy Device which is installed within a fenced yard or patio area must comply with the following:

6.8.1 No portion of the Solar Energy Device may extend above any part of the fencing which encloses the device.

6.8.2 If the fence which encloses the Solar Energy Device is not solid or does not otherwise block the view of the device from the outside of the fence, the approval by the Architectural Control Committee as provided in **Section 1.4** may require the device be located behind a structure or otherwise require visual screening.

6.8.3 The Architectural Control Committee may consider approval of a Solar Energy Device on a Lot without a fenced yard or patio if adequate screening is provided to block or minimize visibility of the device from any street as determined by the Architectural Control Committee as provided in **Section 1.4**.

7.0 **Display of Certain Religious Items.**

7.1 Subject to other applicable provisions of this Section and Section 202.018 of the Texas Property Code, the Association may not enforce or adopt a provision in a dedicatory instrument, including a restrictive covenant, that prohibits an Owner or resident from displaying or affixing on the Owner's or resident's Lot or dwelling one or more religious items the display of

which is motivated by the Owner's or resident's sincere religious belief. This **Section 7.0** does not apply to Christmas or other seasonal decorations.

7.2 To the extent allowed by the constitution of Texas and the United States, an Owner or resident may not display or affix on the Owner's Lot or dwelling a religious item that:

7.2.1 threatens the public health or safety;

7.2.2 violates a law other than a law prohibiting the display of religious speech;

7.2.3 contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;

7.2.4 is installed on property:

(a) owned or maintained by the Association; or

(b) owned in common by Members of the Association;

7.2.5 violates any applicable building line, right-of-way, setback, or easement; or

7.2.6 is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

7.3 This Section does not otherwise authorize use of any materials or colors for an entry door or door frame or any alterations to the entry door or door frame that is not authorized by the Governing Documents

7.4 Approval from the Architectural Control Committee is not required for displaying or affixing religious items so long as displayed or affixed strictly in compliance with this Section.

7.5 The Association may remove any religious items displayed in violation of this Section as provided in Section 202.018 of the Texas Property Code.

8.0 **Adjacent Lot Use.**

8.1 As provided in Texas Property Code, Section 209.015, in this Section "**Adjacent Lot**" means (i) a Lot that is contiguous to another Lot that fronts on the same street, or (ii) with respect to a corner Lot, a Lot that is contiguous to the corner Lot by either a side property line or a back property line. Adjacent Lot does not include, and this Section does not permit or apply to, any Lot that is contiguous to another Lot at the back-property line.

8.2 In accordance with the Declaration, each and every Lot within the Subdivision must have a single family residence constructed thereon. It is accordingly the intent hereof that no Adjacent Lots will be located within the Subdivision. To the extent any Adjacent Lot is required by law to be permitted within the Subdivision by law, the following provisions will apply to each such Adjacent Lot:

8.2.1 In this Section use of any Adjacent Lot for "**residential purpose**" as defined in Texas Property Code, Section 209.015 does not include, and this Section does not

permit or apply to, use of an Adjacent Lot for parking or storage of any recreational vehicle.

8.2.2 Through use of landscaping, fencing (including hedges as provided in the Declaration) or otherwise, the overall appearance of the Adjacent Lot and the Lot to which the Adjacent Lot is adjoined must be integrated such that the Adjacent Lot and the adjoined Lot appear so far as practicable to be one Lot.

8.2.3 THE OWNER OF EACH ADJACENT LOT MUST PAY ALL REGULAR, SPECIAL AND SPECIFIC ASSESSMENTS AS TO THE ADJACENT LOT AT THE SAME RATES AND IN THE SAME MANNER AS OTHERWISE APPLICABLE TO THE ADJOINED LOT.

8.2.4 NOTHING IN THIS SECTION, OR IN THE DECLARATION OR IN ANY OTHER GOVERNING DOCUMENTS, REQUIRES DECLARANT, AN AUTHORIZED BUILDER OR ANY OTHER OWNER OR PERSON TO SELL ANY LOT TO ANY PERSON FOR USE AS AN ADJACENT LOT.

9.0 Compost Sites; Grass Clippings.

9.1 Subject to applicable provisions of this Section, the Association may not prohibit or restrict an Owner from (i) implementing measures to promote solid-waste composting at a location on the Owner's Lot of vegetation, including grass clippings, leaves or brush (a "Compost Site"), or (ii) leaving grass clippings uncollected on grass.

9.2 No more than one Compost Site is permitted on each Lot. The Compost Site on each Lot must be located in an area of the yard which is (i) behind the front building setback and completely enclosed by fencing, or (ii) contained completely within a fenced back yard patio area.

9.3 Each Compost Site must be approved by the Architectural Control Committee as provided in **Section 1.4**, including as to size, type, shielding and materials.

9.4 Notwithstanding **Section 9.1(ii)**, grass clippings may not be allowed to accumulate to the extent or in such manner as to cause or create a fire or health hazard, or an unsightly or unkempt condition.

10.0 Xeriscaping.

10.1 Subject to applicable provisions of this Section, the Association may not prohibit or restrict an Owner from (i) implementing an efficient irrigation system, including underground drip or other drip system, or (ii) using drought-resistant landscaping or water-conserving natural turf.

10.2 Use of gravel, rocks, cacti or similar ground cover, or use of artificial turf is permitted only if and only to the extent expressly approved by the Architectural Control Committee.

10.3 All above-ground components and devices as to each irrigation system must be installed or shielded as approved by the Architectural Control Committee so as not to be visible from any street, and are also subject to other reasonable requirements of the Architectural Control Committee regarding installation and visibility limitations for aesthetic purposes which do not restrict water conservation.

10.4 Detailed plans and specifications must be submitted to and approved by the Architectural Control Committee for installation of drought-resistant landscaping or water-conserving natural turf to ensure to the extent reasonably practicable maximum aesthetic compatibility with other landscaping in the Subdivision, and compliance with other applicable provisions of the Declaration, and other applicable Architectural Guidelines and/or Rules and Regulations, if any. The Architectural Control Committee may not unreasonably deny or withhold approval of drought-resistant landscaping or water-conserving natural turf, or unreasonably determine a proposed installation is aesthetically incompatible with other landscaping in the Subdivision.

11.0 Standby Electric Generators.

11.1 Subject to the following and to other applicable provisions of this Section, the Association may not prohibit or restrict installation, operation or maintenance of a permanently installed standby Electric Generator by an Owner on the Owner's Lot. The Architectural Control Committee is not required to approve any Standby Electrical Generator which does not fully meet the definition of the same as set forth in Section 11.2, including any Standby Electrical Generator rated for a generating capacity of less than seven kilowatts. Except to the extent otherwise expressly provided in this Section, the Architectural Control Committee is not required to approve, and this Section need not be applied to any other similar device for converting mechanical energy to electrical energy.

11.2 "**Standby Electric Generator**" means a device that converts mechanical energy to electrical energy and is:

11.2.1 permanently installed;

11.2.2 powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;

11.2.3 fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;

11.2.4 connected to the main electrical panel of a resident by a manual or automatic transfer switch; and

11.2.5 rated for a generating capacity of not less than seven kilowatts.

11.3 A Standby Electric Generator must be installed and continuously maintained in compliance with the manufacturer's specifications, and with all applicable governmental health, safety, electrical and building codes, including as to (i) all electrical, plumbing and fuel line connections, all applicable natural gas, diesel fuel, biodiesel fuel or hydrogen fuel line connections, and all liquefied petroleum gas fuel line connections, and (ii) any non-integral Standby Electric Generator fuel tanks. All liquefied petroleum gas fuel lines must also be installed, connected and continuously maintained in accordance with applicable rules and standards promulgated and adopted by the Railroad Commission of Texas.

11.4 Each Standby Electric Generator and its electrical lines and fuel lines must be maintained in good condition at all times. Any deteriorated or unsafe components must be promptly and properly repaired, replaced or removed.

11.5 A Standby Electric Generator must comply with the location requirements of Section 1.4. A Standby Electric Generator must be screened if it is:

11.5.1 visible from the street faced by the applicable residence;

11.5.2 located in an unfenced side or rear yard of the residence, and is visible either from an adjoining residence or from adjoining property owned by the Association; or

11.5.3 located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

11.6 In addition to the requirements as set forth in **Section 11.5**, a Standby Electric Generator must be located and screened to the extent reasonably achievable to minimize its visibility and noise impact as to any adjoining street, any recreational reserve or similar common area, or any adjoining or area Lots. Notwithstanding the foregoing, the Architectural Control Committee may not require a location based on this subsection (f) if the required location would (i) increase the cost of installing the Standby Electric Generator by more than 10 percent, or (ii) increase the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than 20 percent.

11.7 The use of a Standby Electric Generator is prohibited to generate all or substantially all of the electrical power to the applicable residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence. A Standby Electric Generator may be periodically tested only in accordance with the manufacturer's minimum testing recommendations.

11.8 Installation of a Standby Electric Generator must be approved by the Architectural Control Committee. In any hearing, action or proceeding to determine compliance with this Section, the party asserting noncompliance bears the burden of proof.

12.0 **Swimming Pool Enclosures.**

12.1 In this Section "**swimming pool enclosure**" means a fence that:

- (1) surrounds a water feature, including a swimming pool or spa;
- (2) consists of transparent mesh or clear panels set in metal frames;
- (3) is not more than six feet in height; and
- (4) is designed to not be climbable.

12.2 Subject to applicable provisions of this Section, the Association may not adopt or enforce a provision in a dedicatory instrument that prohibits or restricts an Owner from installing on the Owner's Lot a swimming pool enclosure that conforms to applicable state or local safety requirements.

12.3 Prior written approval must be requested and obtained from the Architectural Control Committee in accordance with **Article IV** of the Declaration as to any swimming pool enclosure. Each approval request must contain sufficient information and/or documentation as necessary to confirm compliance with applicable provisions of these policies and harmony and compatibility as to appearance and color, provided that a swimming pool enclosure that is black in color and consists of transparent mesh set in metal frames is acceptable.

13.0 Security Measures.

13.1 Subject to applicable provisions of this Section, the Association may not adopt or enforce a restrictive covenant that prevents an Owner from building or installing “**security measures**”, including but not limited to a security camera, motion detector, or perimeter fence.

13.2 A security measure, including a security camera, may not be installed by an Owner in a place other than the Owner's Lot.

13.3 A security camera may not be installed in any manner as to constitute an invasion of privacy as to any adjacent or area Lot or Community Properties.

13.4 A fencing type security measure is subject to all other applicable provisions of the Governing Documents regarding the type of fencing.

13.5 Prior written approval must be requested and obtained from the Architectural Control Committee in accordance with **Article IV** of the Declaration as to any swimming pool enclosure. Each approval request must contain sufficient information and/or documentation as necessary to confirm compliance with applicable provisions of these policies and harmony and compatibility as to appearance and color, provided that a swimming pool enclosure that is black in color and consists of transparent mesh set in metal frames is acceptable.

14.0 **Amendments.** These policies may be amended at any time by Declarant during the Development Period or by the Board after the Development Period, subject to applicable provisions of the Texas Property Code and other Applicable Law. Any such amendment will be effective upon the date of Filing of Record of or such later date as expressly stated in the amendment.

EXHIBIT "E"
(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION)

**HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.**

**ARCHITECTURAL GUIDELINES
ANTENNA AND SATELLITE DISH SYSTEMS**

HUNTERS CROSSING COMMUNITY ASSOCIATION, INC.

ARCHITECTURAL GUIDELINES ANTENNA AND SATELLITE DISH SYSTEMS

1.0 Definitions. In addition to all definitions as set forth herein, all definitions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Hunters Crossing as heretofore filed under Clerk's Instrument No. 212204, Official Public Records of Real Property of Austin County, Texas, as amended (the "**Declaration**"), including Article II of the Declaration, are also incorporated herein.

2.0 General Rule. A "**Conforming Antenna**" is a "**Permitted Antenna**" as defined in **Section 3.0** which complies with the location, installation, and other requirements of **Sections 4.0 and 5.0**. Installation of a Conforming Antenna may start as soon as a notification form has been properly completed and submitted to the Association as hereafter provided. All other Permitted Antenna and any other type of antenna, "dish", and any other device used for transmission or receipt of video programming, fixed wireless signals as defined by the FCC, or any other signals or data (a "**Non-Conforming Antenna**") are prohibited as provided in **Section 8.0** or may be installed only if the prior written approval of the Association's Architectural Control Committee is obtained in accordance herewith and with **Article IV** of the Declaration.

3.0 Permitted Antenna. To the extent required by the federal Telecommunications Act of 1996 or other applicable statutes, and subject to other applicable provisions of this Section and applicable Guidelines, rules and restrictions as may from time to time be hereafter adopted, the following types of antenna (including mast, cabling, supports, wiring, fasteners and other accessories necessary for proper installation, maintenance and use) are permitted ("**Permitted Antenna**"):

3.1 a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services, or to receive or transmit fixed wireless signals via satellite;

3.2 an antenna that is one meter (39.37") or less in diameter or diagonal measurement and is designed to receive video programming services via MMDS (wireless cable), or to receive or transmit fixed wireless signals other than via satellite; and

3.3 an antenna that is designed to receive local television broadcast signals (an antenna designed to receive distant over-the-air television signals is *not* a Permitted Antenna).

4.0 Mandatory Requirements for Permitted Antenna. A Permitted Antenna is a Conforming Antenna only if all of the following requirements are met.

4.1 A PERMITTED ANTENNA MAY NOT BE LARGER IN SIZE OR BE INSTALLED HIGHER THAN IS ABSOLUTELY NECESSARY FOR RECEPTION OF AN ACCEPTABLE QUALITY SIGNAL.

4.2 A Permitted Antenna may not encroach upon any other Owner's Lot, or upon any other property outside of the Lot upon which the Permitted Antenna is located.

4.3 A Permitted Antenna must serve only the particular Lot on which it is located and may not be located other than upon the Lot so served.

4.4 No more than one Permitted Antenna providing the same service may be installed per Lot.

4.5 **IT IS RECOMMENDED THAT ALL PERMITTED ANTENNAE BE PROFESSIONALLY INSTALLED.** CUSTOMER-END PERMITTED ANTENNA DESIGNED TO **TRANSMIT** FIXED WIRELESS SIGNALS **MUST BE** INSTALLED BY A QUALIFIED PROFESSIONAL INSTALLER IN ACCORDANCE WITH ALL MANUFACTURER'S INSTRUCTIONS, AND WITH APPLICABLE CODES, ORDINANCES, RULES, AND REGULATIONS TO MEET FCC STANDARDS FOR FREQUENCY EMISSION.

4.6 Permitted Antenna must be installed and at all times maintained and used in a manner which will not cause any distortion or interference whatsoever with respect to any other electronic device in the Subdivision.

4.7 To prevent electrical or fire damage or personal injury or property damage, Permitted Antennae (i) must be permanently and effectively grounded, (ii) must not be placed where same may come into contact with electric power lines (above ground or buried), (iii) must be installed and securely attached to withstand wind speeds of at least 70 m.p.h., heavy rain, and similar adverse weather conditions, and (iv) may not be placed closer to any Lot line than the total height of the Permitted Antenna (including any mast).

5.0 Additional Limitations on Permitted Antenna. The following limitations apply to installation and maintenance of Permitted Antenna except to the extent compliance would (i) unreasonably delay or prevent installation, maintenance or use; (ii) unreasonably increase cost of installation, maintenance, or use; or (iii) preclude reception of an acceptable quality signal. A Permitted Antenna is a Conforming Antenna only if all of the following requirements are met; provided, if installation, maintenance, or use would be impaired as aforesaid by compliance with any of the following limitations, then compliance must be as close as possible. Notwithstanding the foregoing regarding unreasonable cost increase, the Association will in any such case have the option of removing any such objection by payment of the added cost.

5.1 Permitted Antenna must be located so as not to be visible from any frontage or side street and to the extent feasible, so as not to be visible from any other street. In all other respects, Permitted Antenna must be installed in such manner as to minimize the visibility and visual impact of same from adjoining Lots and Community Properties.

5.2 If feasible, Permitted Antenna must be installed inside the attic or other inside area of the applicable residence. Otherwise, Permitted Antenna must be attached to the applicable residence, and not mounted freestanding or on any mast. Attachment to the residence must be on the rear side of the residence, or as close thereto as possible. If mast mounting is required, the mast must be located behind the applicable residence or as close thereto as possible, and the mast may not be higher than is absolutely necessary for reception of an acceptable quality signal.

5.3 No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever are permitted upon, and may not be attached to, the Permitted Antenna. The foregoing does not prohibit an inconspicuous manufacturer's logo placed on an antenna as part of the original manufacturing of the antenna.

5.4 Permitted Antenna must be a solid color which is one (and only one) of the following colors that best conform with the color scheme of the residence where the Permitted Antenna is located: soft white, cream, brown, gray, or tan. Exterior wiring must be installed so as to not be visible from any street and otherwise so as to be minimally visible and blend into the material to which attached. The Association may require screening or other camouflaging in order to otherwise minimize visibility of any Permitted Antenna.

6.0 Owner's Maintenance and Indemnity.

6.1 Permitted Antenna must be properly maintained at all times in a safe and attractive manner, including repainting or other repair or replacement if the exterior surface of the antenna deteriorates.

6.2 If a Permitted Antenna detaches, in whole or in part, the user must remove the antenna or fully repair such detachment within 72 hours (or as otherwise provided in the next subsection).

6.3 Any detachment of a Permitted Antenna, and any other condition arising from the installation, maintenance or use of a Permitted Antenna which threatens the safety of any persons or property must be fully and immediately cured or the Antenna fully and immediately removed. In the case of an emergency, the Association may remove the Permitted Antenna immediately. Otherwise, the Permitted Antenna may be removed by the Association only after not less than ten days' notice and failure to cure. In either case, the Association will not be liable for trespass, conversion or otherwise regarding any such removal.

6.4 Each Owner is wholly and solely responsible for all costs associated with Permitted Antenna, including installation, maintenance, use, repair and replacement, and all damages, including medical expenses and costs of repair, resulting from such installation, maintenance, use, repair or replacement.

6.5 THE OWNER OF A LOT UPON WHICH ANY CONFORMING ANTENNA OR NON-CONFORMING ANTENNA IS LOCATED AND THE OWNER'S TENANTS, AS APPLICABLE, MUST UNCONDITIONALLY INDEMNIFY, PROTECT, DEFEND AND HOLD THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, COMMITTEE MEMBERS, SERVANTS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, EXPENSES AND DAMAGES, INCLUDING ATTORNEYS' FEES, WHICH ANY OF THEM MAY AT ANY TIME SUFFER OR INCUR OR BECOME LIABLE TO PAY BY REASON OF ANY ACCIDENTS, DAMAGES OR INJURIES TO PERSONS OR TO PROPERTY, OR BOTH, IN ANY MANNER ARISING FROM ANY WORK PERFORMED IN CONNECTION WITH, OR THE INSTALLATION, MAINTENANCE, USE, REPAIR OR REPLACEMENT OF, ANY CONFORMING ANTENNA OR NON-CONFORMING ANTENNA.

7.0 Notification Process; Forms and Required Information.

7.1 Any Owner or their tenant desiring to install a Conforming Antenna (as defined in **Section 2.0**), must complete a notification form and submit it to the Association. The installation of the Conforming Antenna may then begin immediately. No Non-Conforming Antenna may be installed unless and until the prior written approval of the Architectural Control Committee is obtained in accordance herewith and with **Article IV** of the Declaration. **OWNERS AND TENANTS ARE ENCOURAGED TO OBTAIN PRIOR APPROVAL BEFORE INSTALLING ANY ANTENNA, SATELLITE DISH SYSTEM OR SIMILAR DEVICE AS THE ASSOCIATION**

MAY OTHERWISE REQUIRE REMOVAL OR RELOCATION AT THE EXPENSE OF THE APPLICABLE OWNER OR TENANT IF INSTALLATION IS LATER DETERMINED TO BE NON-CONFORMING.

7.2 The Architectural Control Committee may from time to time promulgate forms to be used to notify the Association as to installation of Conforming Antenna and/or to request approval for installation of Non-Conforming Antenna. The Architectural Control Committee may require use of such forms in lieu of any other. At a minimum, a notification of intent to install a Conforming Antenna must describe the size, type and color of the Conforming Antenna, describe in detail the location and manner of installation, and identify the installer by name and telephone number. An application for approval to install a Non-Conforming Antenna must provide the same information as aforesaid, and additionally must state each requirement for a Conforming Antenna which will not be met and as to each requirement that will not be met the reasons for non-compliance. Each notification or application submitted must be signed and dated.

7.3 The initial forms of notice of intent to install a Conforming Antenna and request for approval for installation of a Non-Conforming Antenna are attached hereto as Exhibits "1" and "2", respectively. These forms must be used in lieu of any others unless and until replaced by the Architectural Control Committee.

8.0 Prohibited Antenna. No antenna, "dish" or other device may be used for transmitting electronic signals of any kind except Permitted Antenna as defined in **Sections 3.1 and 3.2.** Antenna and similar devices of any type used for citizen band ("**CB**") radio, amateur ("**HAM**") radio, AM/FM radio, or Digital Audio Radio Service ("**DARS**"), are prohibited and may not be erected, placed or permitted to remain on any Lot, on any improvement located on any Lot, or elsewhere in the Subdivision. Without limitation as to the authority of the Architectural Control Committee, specifically the Architectural Control Committee may grant variances as to prohibited antenna and the Architectural Control Committee may condition granting of any such variance upon placement of the antenna in the attic of a residence.

9.0 Controlling Effect. These guidelines are adopted pursuant to and in accordance with the Telecommunications Act of 1996 and the Declaration. These guidelines are adopted in lieu of and supersede any prior guidelines regarding the express provisions set forth in these guidelines. In all other respects these guidelines are cumulative of and in addition to all other provisions of the Association's Governing Documents and all rights and remedies of the Association pursuant thereto or Applicable Law.

10.0 Amendment. These guidelines may be amended at any time by Declarant during the Development Period or by the Board or the Architectural Control Committee after the Development Period. Any such amendment will be effective upon the date of Filing of Record of or such later date as expressed stated in the amendment.

HUNTERS CROSSING COMMUNITY ASSOCIATION, INC.

NOTICE OF INTENT TO INSTALL "CONFORMING ANTENNA"

This notice of intent is for use only if one of the types of antenna listed below is being installed, and only if the apparatus and installation otherwise fully comply with the Association's guidelines such that it is a "Conforming Antenna" as defined in **Section 2.0** of the Association's Architectural Guidelines - Antenna and Satellite Dish Systems. A request for approval to install a "Non-Conforming Antenna" must be used in all other cases. **THIS FORM MUST BE FILLED OUT FULLY AND COMPLETELY (ATTACH ADDITIONAL PAGES AS NEEDED), AND MUST BE DATED AND SIGNED. PLEASE PRINT OR TYPE (EXCEPT SIGNATURES).**

Owner(s)

Name: _____

If Rental, Tenant(s) Name: _____

Property Address: _____

Telephone /Day: _____ /Evening: _____ Email: _____

- Type of Antenna (Check One):
- Direct broadcast satellite "dish"
 - MMDS (wireless cable) antenna
 - Local broadcast television antenna

Antenna Size: _____ Mast Size (if applicable): _____

Masts are prohibited unless absolutely necessary as permitted by applicable FCC rules.

Company Installing Antenna: _____

Address: _____ Telephone: _____

Date Installation is to Start: _____ Finish: _____

Antenna Location: _____

Please fully describe method of installation and how the installation will be secured:

The undersigned assumes liability for any injury caused by, and any damage to the Association and other owner's property that occurs due to, antenna installation, maintenance, or use.

Signature(s): _____ Date: _____

Please return to:

HUNTERS CROSSING COMMUNITY ASSOCIATION, INC.

REQUEST FOR APPROVAL TO INSTALL "NON-CONFORMING ANTENNA"

This request for approval is for use as to any antenna or satellite dish systems which is a "Non-Conforming Antenna" as defined in Section 2.0 of the Association's Architecture Guidelines – Antenna and Satellite Dish Systems. THIS FORM MUST BE FILLED OUT FULLY AND COMPLETELY (ATTACH ADDITIONAL PAGES AS NEEDED), AND MUST BE DATED AND SIGNED. PLEASE PRINT OR TYPE (EXCEPT SIGNATURES)

Owner(s) Name: _____

If Rental, Tenant(s) Name: _____

Property Address: _____

Telephone/Day: _____ /Evening: _____ Email: _____

- Type of Antenna (Check One):
- Direct broadcast satellite "dish"
 - MMDS (wireless cable) antenna
 - Local broadcast television antenna
 - Other - Please specify: _____

Antenna Size: _____ Mast Size: _____

Masts are prohibited unless absolutely necessary as permitted by applicable FCC rules.

Company Installing Antenna: _____

Address: _____ Telephone: _____

Date Installation is to Start: _____ Finish: _____

Antenna Location: _____

Please fully describe method of installation and how the installation will be secured:

Please state each requirement for a "Conforming Antenna" which will not be met and as to each the reason(s) for non-compliance (attach additional page(s) as needed):

The undersigned assumes liability for any injury caused by, and any damage to the Association and other owner's property that occurs due to, antenna installation, maintenance, or use.

Signature(s): _____ Date: _____

Please return to:

EXHIBIT "F"
(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION)

**HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.**

DECLARANT'S ADOPTION OF GOVERNING DOCUMENTS

**HUNTERS CROSSING
COMMUNITY ASSOCIATION, INC.**

DECLARANT'S ADOPTION OF GOVERNING DOCUMENTS

In accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Hunters Crossing as heretofore filed under Clerk's Instrument No. 212204, Official Public Records of Real Property of Austin County, Texas, as amended (the "Declaration"), including Sections B2.01 and B6.01 of Exhibit "B" to the Declaration, the undersigned as Declarant under the Declaration hereby takes the following actions and transacts the following business on behalf of the Association:

WHEREAS, Declarant has heretofore adopted and caused to be filed with the Texas Secretary of State the certificate of formation of the Association for and on behalf of the Association as set forth below, and Declarant desires hereby to adopt bylaws, policies and guidelines of the Association for and on behalf of the Association as set forth below.

RESOLVED THAT, as to each of the Exhibits as listed below, the certificates of filing and formation as to the Association as heretofore filed with the Texas Secretary of State are hereby ratified and confirmed and the bylaws, policies and guidelines are hereby adopted for and on behalf of the Association, the said attached Exhibits being as follows:

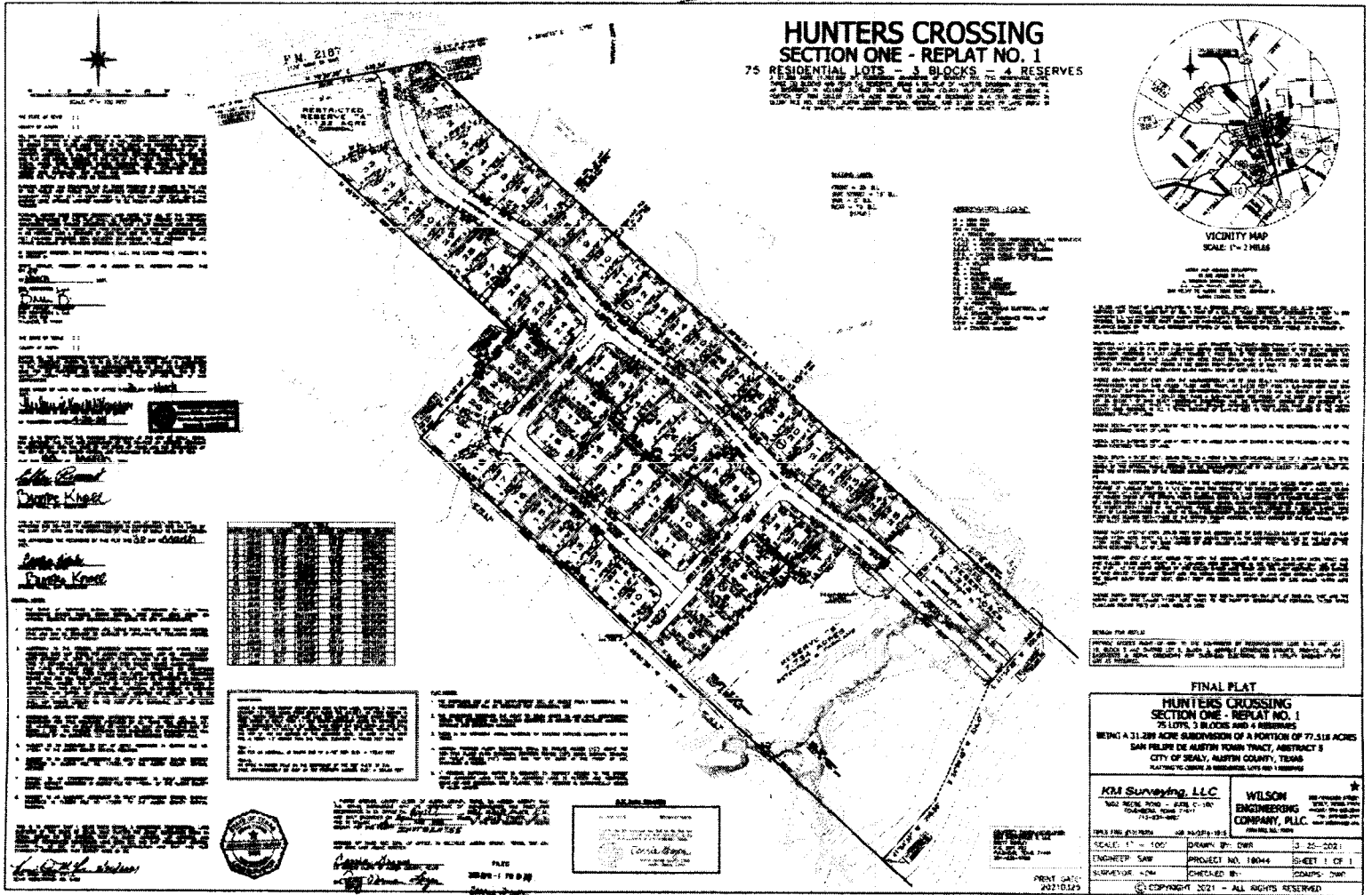
- A. Certificates of Filing and Formation
- B. Bylaws
- C. Payment Plan, Documents Inspection and Copying and Documents Retention Policies
- D. Protected Property Use Policies
- E. Architectural Guidelines – Antenna and Satellite Dish Systems

DATED: May 26, 2021

BSR PROPERTIES II LLC,
a Texas limited liability company
"Declarant"

By: 
Brett Rowley, Managing Member

INST # 211755



Instrument # 215047
8/31/2021 11:04 AM

STATE OF TEXAS COUNTY OF AUSTIN
I certify that this instrument was filed on the
date and time stamped by me and was recorded in the
Official Public Records of Austin County, Texas.

Carrie Greer, County Clerk
Austin County, Texas

By: *Stephanie Kovar*