

**AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006**

THE STATE OF TEXAS           §  
  §  
COUNTY OF COMAL           §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD E. WAGNER, who, being by me duly sworn according to law, stated the following under oath:

“My name is DONALD E. WAGNER. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the President of Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation (“Association”). I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a property owners’ association as that term is defined in TEX. PROP. CODE § 202.001. The Association’s jurisdiction includes, but may not be limited to, the property subject to: the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, “Declaration”); and the Bylaws of the Association, as amended from time to time (“Bylaws”).

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*Restated Bylaws  
of  
Property Owners Association of Vintage Oaks, Inc.  
A Nonprofit Corporation*

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Property Owners Association of Vintage Oaks, Inc.  
c/o The Neighborhood Company  
1118 Vintage Way  
New Braunfels, Texas 78132  
Phone: (830) 264-2454  
Email Address: [Info@NeighborhoodCo.Com](mailto:Info@NeighborhoodCo.Com)

SIGNED on this the 28 day of December, 2022.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By:   
DONALD E. WAGNER, President

ACKNOWLEDGMENT

THE STATE OF TEXAS                   §

COUNTY OF COMAL                   §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD E. WAGNER, President of the PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 28 day of December, 2022.

*Heidi Krasner*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**After Recording, Return To:**  
Michael B. Thurman  
THURMAN & PHILLIPS, P.C.  
4093 De Zavala Road  
Shavano Park, Texas 78249  
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**RESTATED BYLAWS**  
**OF**  
**PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**  
**A NONPROFIT CORPORATION**

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**RESTATED BYLAWS**  
**OF**  
**PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**  
**A NONPROFIT CORPORATION**

Property Owners Association of Vintage Oaks, Inc. (the “Association”) is the association referred to in the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas, more particularly defined in *Article I* below.

Southstar at Vintage Oaks, LLC, a Texas limited liability company, as assignee pursuant to that Assignment of Declarant’s Rights, recorded as Document No. 201206016339 in the Official Public Records of Comal County, Texas, and as Declarant under the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas, has the legal authority to unilaterally amend the By-Laws of Property Owners Association of Vintage Oaks, Inc., pursuant to *Article 8, Section 8.8(a)* of the By-Laws.

The Association hereby amends, restates and agrees that these Restated Bylaws of Property Owners Association of Vintage Oaks, Inc. shall replace and supersede the By-Laws of Property Owners Association of Vintage Oaks, Inc. filed for record as Document No. 200706000771 of the Official Public Records of Comal County, Texas; and amended by that First Amendment to the By-Laws of Property Owners Association of Vintage Oaks, Inc. recorded as Document No. 202106029941 of the Official Public Records of Comal County, Texas; and that Second Amendment to the By-Laws of Property Owners Association of Vintage Oaks, Inc, recorded as Document No. 202106053172 of the Official Public Records of Comal County, Texas.

The terms used in these Restated Bylaws of Property Owners Association of Vintage Oaks, Inc. (“Restated Bylaws”) shall have the same meanings given to them in the Bylaws and the Second Amended and Restated Declaration, unless otherwise specifically provided herein. Notwithstanding the preceding, these Restated Bylaws will adopt and refer to the term “Bylaws” as defined in the Business Organizations Code *Section 22.001*. The terms “By-Laws” and “Bylaws” may be used interchangeably in the Governing Documents. In the event of any conflict between the terms and provisions of these Restated Bylaws and the Second Amended and Restated Declaration, the Second Amended and Restated Declaration, as amended or restated, shall control. These Restated Bylaws and the Second Amended and Restated Declaration are subject to the provisions of the Texas Business Organizations Code, the Texas Property Code, and such other applicable city, county, state, and federal laws, rules, regulations and ordinances.

**ARTICLE I**  
**DEFINITIONS**

1.1 The following definitions shall apply to these Restated Bylaws:

“Act” shall mean and refer to the Texas Residential Property Owners Protection Act, Chapter 209 of the Texas Property Code, as such act may be amended.

“Adjacent Properties” shall mean and refer to any residential, nonresidential, or

recreational areas, including, without limitation: single family residential developments, assisted living facilities, retail, office, commercial, or institutional areas, which are located adjacent to, in the vicinity of, or within the Properties; which are owned and operated, in whole or in part, by Persons other than the Association; which are not subject to the Second Amended and Restated Declaration; and which are neither Lots nor Common Areas as defined in the Second Amended and Restated Declaration.

“Architectural Review Authority” or “ARA” shall mean and refer to the governing authority for the review and approval of improvements within a subdivision, subject to the limitations of TEX. PROP. CODE § 209.00505.

“Assessment” or “Assessments” shall mean and refer to all assessment(s) imposed by the Association and secured by a lien established by the Declaration, including, but not limited to: General Assessments, Special Assessments, Specific Assessments, Working Capital Assessments, late fees, fines, interest, and Charges as defined herein.

“Association” shall mean and refer to Property Owners Association of Vintage Oaks, Inc. incorporated as a Domestic Nonprofit Corporation upon filing of its Certificate of Formation with the Secretary of State of the State of Texas.

“Board of Directors” shall mean and refer to the board of directors of the Association, the election, and procedures of which shall be as set forth in the Certificate of Formation and/or the Bylaws and Resolutions of the Association.

“Builder(s)” shall mean and refer to any person or entity who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers or purchases one (1) or more parcels of land within Vintage Oaks at The Vineyard for further subdivision, development, and/or resale in the ordinary course of such Person’s or entity’s business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers. The determination of the eligibility of any person or entity being classified as a “Builder” shall be in the sole discretion of the ARA.

“Certificate of Formation” shall mean and refer to the Certificate of Formation of Property Owners Association of Vintage Oaks, Inc., filed with the Secretary of State of Texas, dated effective August 15, 2006 (File Number: 0800694935), and recorded as Document No. 202206040190, in the Official Public Records of Comal County, Texas.

“Charges” shall mean and refer to those expenses, late fees, administrative fees, transfer fees, interest, costs of collection, reasonable attorney fees, professional fees, and charges set forth in *Article 8, Sections 8.1 thru 8.5 and 8.8*, all of which is secured by the Lien established in *Section 8.1* and enforced in *Section 8.4* of the Declaration.

“Combined Declarations” shall collectively mean and refer to the Declaration and Supplemental Declarations as set forth below:

- (A) the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 200706000771; as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201106044284; that Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201406032083; that Vintage Oaks at The Vineyard Adopting



of Working Capital Assessment, recorded as Document No. 201406037322; that Third Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201606000890; that Vintage Oaks at The Vineyard Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201606048482; Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201706014965; that Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201706028668, as corrected by that certain Non-Material Correction Instrument, recorded as Document No. 201806013767; that Vintage Oaks at The Vineyard Second Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201706050125; that Vintage Oaks at The Vineyard Third Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201906041535; that Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 202106026921; that certain Vintage Oaks at The Vineyard Fourth Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 202206000436; and as further amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206028966; and the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded under Document Number 202206040111, all recorded in the Official Public Records of Comal County, Texas; and all further amendments, restatements, annexations and supplements thereto; and

(B) the Supplemental Declarations of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard as set forth in Exhibit “A” hereto, and all further amendments, restatements, annexations and supplements thereto.

“Common Area” shall mean and refer to all real property and improvements owned or maintained by the Association, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of the Declaration, any Supplemental Declaration or other applicable covenant, contract, or agreement.

“Common Expenses” shall mean and refer to the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board of Directors may find necessary and appropriate pursuant to the Governing Documents.

“Declarant” shall mean and refer to Southstar at Vintage Oaks, LLC, a Texas limited liability company, as assignee pursuant to that Assignment of Declarant’s Rights, recorded as Document No. 201206016339 in the Official Public Records of Comal County, Texas, and as Declarant under the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas.

“Director” shall mean and refer to a member of the Board of Directors of the Association, whether elected or appointed and either an individual or entity.

“General Assessment” shall mean and refer to Assessments and Maintenance Charges levied on all Lots subject to assessment by the Association to fund Common Expenses for the general benefit of all Lots, as more particularly described in the Declaration.

“Governing Documents” shall mean and refer to all documents adopted and filed of record

in the Official Public Records of Comal County, Texas, or filed in the Office of the Secretary of State of the State of Texas, as applicable, that govern the establishment, maintenance or operation of Vintage Oaks at The Vineyard and the Association, including, without limitation, the Certificate of Formation, these Restated Bylaws, the Declaration, Supplemental Declarations, Annexation Agreements and any rules, regulations, guidelines, policies and procedures of the Association, as each may be amended, restated or supplemented from time to time.

“Improvement” shall mean and refer to every structure and all appurtenances thereto of every type and kind, whether temporary or permanent, including, but not limited to, buildings, outbuildings, storage sheds, guest quarters, gazebos, patios, driveways, walkways and other paved areas, tennis courts, large barbecue units, green houses, barns, swimming pools and equipment, garages, fences, screening walls, retaining walls, stairs, decks, poles, signs, mailboxes, exterior air conditioning units or equipment, exterior water softener fixtures or equipment, and pumps, tanks, pipes, lines, meters, antennas, satellite dishes, towers, playground equipment, generators, flag poles, and solar panels.

“Lien” shall mean and refer to an encumbrance and charge against an Owner’s Lot to secure all Assessments, interest, Charges, and other expenses, including reasonable attorney’s fees, incurred by the Association in collecting unpaid amounts which is due and payable to the Association by an Owner as established in the Declaration *Section 8.1*, as amended or restated from time to time. The lien shall be a continuing lien and shall run with the land.

“Lot” shall mean and refer to a portion of Vintage Oaks at The Vineyard, whether improved or unimproved, which may be independently owned and conveyed, and which is intended for development, use, and occupancy as an attached or detached single family dwelling or commercial unit. The term shall refer to the land which is part of the Lot as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Area or Properties dedicated to the public. In the case of a building within a condominium or other structure containing multiple fee-simple dwellings, each dwelling or commercial unit shall be deemed to be a separate Lot.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Lot until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

“Majority of the Board of Directors” shall mean and refer to more than fifty percent (50%) of a quorum of Members of the Board of Directors.

“Member” shall mean and refer to the record Owner, whether one (1) or more persons or entities, as defined herein, of a Lot within Vintage Oaks at The Vineyard as provided for in the Declaration and a member of the Property Owners Association of Vintage Oaks, Inc.

“Owner” shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or portion of a Lot within Vintage Oaks at The Vineyard, including contract sellers but excluding those having interest merely as security for the performance of an obligation. If more than one (1) person or entity owns a Lot, all such persons or entities shall be jointly and severally liable for all of the obligations attributable to the Lot or to the Owner of a Lot in the same manner as if such Lot were owned by one (1) person. For purposes of voting, no fractional votes are permitted. If a Lot is sold under a recorded land sales contract and the contract

specifically so provides, the purchaser, not the fee owner, will be considered the Owner. If the contract is not recorded, the Association shall have no duty or obligation to recognize the purchaser as an Owner and the fee owner shall remain fully responsible for the Lot and any obligations related thereto.

“Property” or “Properties” shall mean and refer to the properties known as Vintage Oaks at The Vineyard, as established by the Subdivision Plats, Annexation Agreements, the Declaration, Supplemental Declarations and as each may be amended, restated or supplemented from time to time.

“Second Amended and Restated Declaration” shall mean and refer to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Vintage Oaks at the Vineyard, to be recorded in the Official Public Records of Comal County, Texas.

“Special Assessments” shall mean and refer to the Special Assessments for the purposes which may be imposed pursuant to *Section 8.2* of the Declaration for each of the Lots in Vintage Oaks at The Vineyard and secured by a lien thereon. Capital Improvements must be approved in accordance with the Declaration, as amended or restated. The inclusion of capital improvements in the annual budget is not, for the purposes herein, an approval of the expenditure.

“Specific Assessment” shall refer to the Specific Assessments levied by the Association in accordance with *Section 8.3* of the Declaration.

“Subdivision” or “Subdivision Plats” shall mean and refer to the maps or plats of Vintage Oaks at The Vineyard, recorded in the Map and Plat Records of Comal County, Texas, and set forth in Exhibit “A” hereto, and any additions thereto.

“Supermajority of the Board of Directors” shall mean and refer to a minimum of seventy percent (70%) of the total number of seats of the Board of Directors without regard to quorum or vacancy.

“TEX. PROP. CODE” shall mean and refer to the Texas Property Code, Chapter 209.

“TBOC” shall mean and refer to the Texas Business Organizations Code.

“Working Capital Assessment” shall mean and refer to a one-time working capital assessment to the Association, as permitted by the Declaration, in such amount as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on if the Lot is improved or unapproved. For the purposes herein, an improved Lot has an existing completed dwelling whether occupied or unoccupied. An unimproved Lot does not have an existing completed dwelling.

## **ARTICLE II REGISTERED AGENT AND OFFICES**

2.1 Name. The name of the corporation is Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation, organized for the purpose of obtaining, constructing, managing, maintaining, and/or governing the Properties and residential development known as the Vintage Oaks at The Vineyard.

2.2 Registered Office and Agent. The Association shall comply with the requirements of the

TBOC to maintain a registered office and registered agent in Texas. The registered office shall be the same office as that of the Registered Agent. The registered office may, but need not, be identical with the Association's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the TBOC.

2.3 Principal Office. The principal office of the Association shall be located at 1118 Vintage Way, New Braunfels, Texas 78132, or such other location within Comal County, Texas as may be designated from time to time by the Board of Directors.

### **ARTICLE III GENERAL POWERS AND DUTIES**

3.1 General Powers. The Association is organized in accordance with and shall operate for nonprofit purposes pursuant to the TBOC applicable to nonprofit corporations and does not contemplate pecuniary gain or profit to its Members. The Association, acting through a Board of Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Area as may be required or permitted by the Governing Documents and Texas state law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents, including but not limited to, *Section 5.20 (B)* herein; or Texas state law.

3.2 Duties. Without limiting the generality of the foregoing, the duties of the Board of Directors shall include, but not limited to, the following:

(A) To assure the upkeep, maintenance, improvement and administration of the Properties owned by the Association, if any, and all lands, improvements, security devices and other real or personal property owned by, leased to, used by or the responsibility of the Association, such as the Common Area;

(B) To assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by, placed under the control of, or the responsibility for which is assumed by, the Association;

(C) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the Common Area or affairs of the Association in accordance with the Governing Documents;

(D) To promote the health, safety and welfare of the Members in accordance with the Governing Documents;

(E) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Governing Documents, or the laws of the State of Texas;

(F) To enforce applicable provisions of the Governing Documents, and any other instruments for the management and control of the properties within the Subdivision including, without limitation, the power to:

(1) Fix, levy, collect and enforce payment of Assessments, by any lawful means, including but not limited to, a collection policy providing for payment plans, late fees and administrative fees;

(2) Enforce all restrictions, covenants and affirmative obligations imposed pursuant to the terms of the Governing Documents and to adopt such policies as needed, including but not limited to, a fine policy, a towing policy for Common Area, and a suspension of privileges policy to aid in the enforcement of the terms of the Governing Documents and to collect Assessments, Charges and other amounts imposed on an Owner pursuant to the terms of the Governing Documents;

(3) Contract for and to pay for maintenance and improvement of the Common Area or areas for which the Association is responsible as contemplated by the Governing Documents;

(4) Employ personnel or management firms reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association delegated to the personnel or management firms arising under the Governing Documents, including the employment of accountants, attorneys and/or other professionals, as appropriate; and

(5) Pay all office and other expenses incident to the conduct of the business of the Association, including all insurance expenses, licenses, taxes and special tax or utility Assessments which are or would become a lien on any portion of the Properties over which the Association has authority to exercise control;

(G) To develop, create and adopt rules, regulations, policies and procedures, as determined by the Board of Directors, which are necessary or convenient to the operation, management, maintenance and administration of the Common Area or the affairs of the Association, which shall include, but not be limited to: use of Common Area; construction policies, procedures and regulations; and, environmental policies;

(H) To have and to exercise any and all powers, rights and privileges, including the delegation of powers as permitted by law, which the Association may now or hereafter have or exercise in accordance with the TBOC;

(I) To act by and through the ARA to enforce the terms and conditions of the Governing Documents, including, but not limited to, review of plans and specifications to approve or disapprove the construction or erection of Improvements and/or structures by Owners and, to the extent permitted by the TEX. PROP. CODE, regulate the addition of Improvements within Vintage Oaks at The Vineyard;

(J) To purchase and maintain, at the expense of the Association, insurance, including but not limited to, (i) blanket property insurance covering all insurable Association Improvements; (ii) commercial general liability insurance with a minimum limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate with respect to bodily injury, personal injury and property damage; (iii) workers compensation insurance and employers' liability coverage, as applicable; (iv) fidelity insurance covering all Persons responsible for handling Association funds in an amount determined by the Board; and (v) directors and officers coverage, on behalf of any person who is acting as a director, officer, committee member, employee or agent of the Association ("Volunteer") against any liability asserted against or incurred by the Volunteer acting in the capacity of a Volunteer, or arising out of the Volunteer's status as such;

(K) To prepare and adopt, in accordance with related provisions of the Declaration, as amended, and these Bylaws, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;

(L) To open bank accounts on behalf of the Association and designate the signatories required;

(M) To make available to any Members current copies of the Governing Documents and all other books, records and financial statements of the Association as required by TEX. PROP. CODE 209.005, as amended and the Association's Record Production and Copy Policy;

(N) To borrow money as necessary for any legal purpose, including but not limited to the acquisition of Adjacent Properties, as determined by the Board of Directors, subject to the approvals required by *Section 5.20 (B)* herein;

(O) To acquire, purchase and/or receive such unimproved Adjacent Properties as determined by a Supermajority of the Board of Directors, without a vote of the Membership, to be beneficial to the Association as additional Common Area within the Properties; and

(P) To acquire, purchase and/or receive such improved Adjacent Properties as determined by a Supermajority of the Board of Director to be beneficial to the Association as additional Common Area subject to an affirmative vote of seventy percent (70%) of the total outstanding eligible votes of the Membership.

#### **ARTICLE IV MEMBERS, MEETINGS AND VOTING RIGHTS**

4.1 Members. Members shall be subject to the following terms, conditions and obligations:

(A) The membership of the Association shall consist of the Owners of the Lots within the Properties. Every Person who is a record Owner of a fee or undivided fee interest in any Lot which is subject, per the Declaration, to Assessments by the Association, unless otherwise exempted herein, including sellers in a contract for deed or an executory contract yet to close, shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be severed from, any ownership of a Lot which is subject to Assessments by the Association. Ownership of such Lot shall be the sole qualification for membership. It shall be the Owner's obligation to (i) notify the Association of acquiring an ownership interest in a Lot and (ii) provide and maintain a current mailing address with the Association. Failure of an Owner to notify the Association of a change in ownership will not relieve the new Owner from accrual of Assessments from the date of transfer. All changes of address provided to the Association must be in writing. Any mortgagee or lienholder who acquired title, through judicial or non-judicial foreclosure, to any Lot which is a part of the Properties shall be a Member of the Association as of the date of foreclosure and shall be subject to the terms and conditions of the Governing Documents. If the foreclosure is for the benefit of a subordinate lienholder (i.e., holder of a lien subordinate to the lien of the Association), the Lot shall remain liable for any and all outstanding Assessments owed to the Association. Association membership shall be transferred automatically to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void. The transfer of membership shall not relieve the Member from any liability owed to the Association as of the date of transfer and the Lot shall remain subject to the lien securing the unpaid Assessments, unless extinguished by foreclosure of a priority lien.

(B) The Association shall have one (1) class of voting membership identified as Class A Members. Class A Members shall be all those Owners as defined in *Section 4.1(A)* above.

(C) All Members are obligated to pay Assessments imposed by *Article 8* of the Declaration and assessed by the Association to meet the Common Expenses as defined in the Declaration or for other Charges assessed by the Association. Any assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, the lesser of (a) eighteen percent (18%) or at the highest rate allowed by law, together with such late fees as may be set by the Board. The Assessments and Charges shall be secured by the lien established by the Declaration.

(D) Each Member will comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each Member will always endeavor to observe and promote the cooperative purposes for which the Properties were established. Each Member shall be responsible for compliance with the Governing Documents by their respective family members, lessees, tenants, licensees, invitees and guests.

4.2 Place of Meetings. Meetings of the Members, whether in-person or remote, shall be held at the time and if an in-person meeting, the place in Comal County, Texas as determined by the Board of Directors and stated in the notice of the meeting or in a waiver of notice.

4.3 Annual Meetings.

(A) The annual meeting of the Members of the Association, whether in-person or remote, shall be held annually at such time, date, and, if an in-person meeting, place in Comal County, Texas, as may be determined by the Board of Directors, except such meeting shall not be held on a Sunday or a national holiday and except in the case of a catastrophic event as described below. At the discretion of the Board of Directors, the annual meeting of the Members of the Association, whether in-person or remote, may be held at such other reasonable date and time provided the date is not less than ten (10) nor more than thirteen (13) months from the previously held annual meeting of Members (except in the case of a catastrophic event) and is not a Sunday or a national holiday. Further, the Board of Directors, at its discretion, may conduct any regular or special called meeting of the Members by means of electronic, telephonic conference or similar communications equipment, including videoconferencing technology or the Internet, or any combination of, audio and video equipment, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting (a "Remote Meeting"). In the sole discretion of the Board, the annual meeting may be held by any combination of an in-person, electronic, telephonic conference and/or Internet, subject to the preceding procedural requirements. Participation in such a Remote Meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the Remote Meeting is not lawfully called or convened. A right to attend a Remote Meeting is not the same as a right to participate.

(B) However, notwithstanding any other provision to the contrary, should the annual meeting be delayed as a result of a catastrophic event caused by an act of God (e.g., floods, fires, earthquakes) or other causes, such as: war; an act of terrorism; an epidemic, pandemic, or public health crisis; a mandated quarantine, shelter in place or similar order from any applicable state, county or local governmental authority or agency; or, any other cause or event which poses a material risk to adversely impact the health, safety and welfare of the Members of the Board of Directors or the Association that is beyond the control of the Board of Directors ("Catastrophic Event"), the then seated Directors shall hold office until their successors have been elected and

hold their first meeting, except as is otherwise provided herein. In such event, the Board of Directors shall schedule the annual meeting as soon as practical following the scheduled date of the annual meeting or the date required by the Restated Bylaws of the Association.

4.4 Notice of Meeting. Except as otherwise provided in the Certificate of Formation or these Restated Bylaws, written notice of each meeting of Members, whether in-person or remote, shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than sixty (60) days before the date fixed for such meeting, to each Member, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Alternatively, if the Member's email address is registered for the purpose of statutory notice, such notice may be given by emailing the same not less than ten (10) nor more than sixty (60) days before the date fixed for such meeting, to the Member's email address last appearing on the books of the Association. Such a notice shall specify the time, date, and, if an in-person meeting, place of the meeting, whether initial or reconvened, and, in the case of a special called meeting, the purpose(s) of such meeting. For an Association-wide vote or election to be conducted without a meeting or a combination of in-person, electronic, telephonic conference and/or Internet, written notice to each Member shall be given not less than twenty (20) days before the latest date on which a ballot may be submitted to be counted. In the case of a special called meeting or when otherwise required by statute or these Restated Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special called meeting except as stated in the notice.

**Whenever written notice to a Member of the Association is permitted or required hereunder, such notice shall be given by mailing such to the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be mailed to the Member at the address so designated, or, if the Member has registered the Member's email address for purposes of notice, such notice shall be sent to the Member at the registered email address.**

4.5 Special Called Meetings. Special called meetings of the Members for any purpose or purposes whatsoever may be called at any time by the President, by a Supermajority of the Board of Directors, or by not less than twenty-five percent (25%) of the Members entitled to vote. The meeting must be held within thirty (30) days after a resolution signed by the Board of Directors or the Board of Directors' receipt of a petition from the Members and verification of signatures. Any petition presented by Members must contain the Members' mailing address, Vintage Oaks Lot and Block number, contact information for verification of signature, printed name and legible signature. The notice of any special called meeting shall state the time, date and place of such meeting and the purpose thereof. Business transacted at a special called meeting shall be confined to the purposes stated in the notice of the meeting.

4.6 Quorum; Adjournment of Meetings.

(A) The Class A Members representing ten percent (10%) of the total Class A Members of the Association, present in person or represented by proxy, absentee ballot, or electronic ballot, shall constitute a quorum at all meetings or an Association-wide vote of the Members for the transaction of business, except as otherwise provided by law, by the Certificate of Formation, the Declaration or by these Restated Bylaws. If, however, such quorum shall not be present or represented at any in-person meeting of the Members, the President, a Majority of a quorum of Directors or a Majority of the Members entitled to vote at the meeting, present in person or represented by proxy, shall (with notice described as follows) have the power to adjourn the meeting and call another meeting immediately after the adjournment of the initial regular or special called meeting or within sixty (60) days following the initial meeting until a quorum shall be present or represented, subject to the limitations of the TEX. PROP. CODE.



(B) Provided the original notice to Members of an annual or special called meeting contains provisional time(s) and date(s) for a reconvening of the initial meeting in case it is adjourned due to lack of quorum, verbal notice of reconvening conveyed to those present at the initial meeting shall be sufficient notice to satisfy all notice provisions in these Restated Bylaws.

(C) In the absence of a quorum at a meeting of Members, if the meeting is rescheduled as permitted herein, the quorum shall be reduced to five percent (5%). If such reduced quorum is again not present, provided the original notice contained a provisional date and time for reconvening a second time due to a lack of quorum, the annual or special called meeting may be reconvened again as per the procedures contained herein, and the quorum shall be reduced to two and one-half percent (2.5%). Any subsequent meeting of the Members shall return to the original ten percent (10%) quorum requirements as specified in these Restated Bylaws, subject to the reduction of quorum as specified herein.

(D) Ballots cast by absentee or electronic ballot shall not count towards the quorum if the proposed item on the ballot is amended from the language on the absentee or electronic ballot at a meeting of the Members. This exclusion provision does not apply to a ballot for the election of Directors.

4.7 List for Voting. At least ten (10) days before each meeting of Members or the commencement of voting in an Association-wide election without a meeting of Members, a complete list of the Members entitled to vote, arranged in alphabetical order with the address of each and the number of votes held by each, shall be prepared by the officer or agent having charge of the Membership books. Such list, for a period of ten (10) days prior to such meeting or Association-wide vote without a meeting, shall be kept on file at the registered office of the Association and shall be subject to inspection by Members at any time during usual business hours, and shall also be made available at in-person meetings of the Members.

#### 4.8 Method of Voting.

(A) Subject to the foregoing limitations, the Members shall be entitled to one (1) vote for each Lot that is subject to General and Special Assessments in which they hold the interest required for membership. No Owner shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot to the Secretary of the Association.

(B) In the event that ownership interests in a Lot are owned by more than one (1) Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall the number of votes cast for each Lot exceed the number set forth in *Section 4.8(A)* to be cast for each Lot. Such Members shall appoint one (1) of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. The Association shall have no duty or obligation to confirm who has been designated to cast the vote for the Lot. The Association may assume that if only one (1) vote is cast for a Lot, the Owner casting the vote is authorized to do so. If more than one (1) vote is cast for a Lot, both votes are disallowed and are void, unless the latter ballot is signed by all owners of the Lot.

(C) All Members of the Association may attend meetings of the Association and, if voting is to occur at a meeting, all voting Members may exercise their vote or votes at such meetings in person, by proxy if a vote is held at an in-person meeting, by absentee ballot and/or by electronic methods as described in TEX. PROP. CODE § 209.00592, if offered by the Association. Every proxy shall: (i) be in writing, signed and dated by the Member or such Member's duly authorized attorney-in-fact; (ii) specify the Lot(s) for which it is given; (iii) contain the Member's contact information (e.g., telephone, email address, or facsimile number) for verification purposes; and (iv) be filed with the Secretary of the Association by the date designated by the Board of Directors. Unless otherwise specifically

provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. At any time after a Member executes a proxy, but prior to the voting deadline established by Subsection (G) herein, the Member may revoke the proxy by submitting a post-dated absentee ballot or delivering a notice of cancellation of the proxy to the Secretary of the Association. Every proxy shall be valid only for the annual or special called meeting and any reconvening thereof, designated in the proxy, unless stated otherwise, and shall automatically cease upon conveyance by the Member of their Lot(s). In the event more than one (1) valid proxy is submitted for a Member, the latest executed proxy, as determined by the date and/or time of signature, shall control. If the latest executed proxy is undeterminable, both proxies shall be invalid. Any vote cast in an election or vote by a Member must be in writing, signed and dated by the Member. In any election, written and signed ballots are not required for uncontested races. Cumulative voting, fractional votes, and split votes will not be permitted. The decision of the Board of Directors as to the number of votes a Member is entitled to cast, based upon the number of Lots owned by the Member, shall be final.

(D) Notwithstanding *Section 4.8(B)* pertaining to a Member's right to vote at an in-person meeting, at the discretion of the Board of Directors, the election of the Board of Directors may occur immediately prior to an annual meeting by an Association-wide vote by electronic and/or mail-in ballots without a meeting. In such event, all the requirements for solicitation of candidates, meeting quorum and preparing a voting list shall apply to the Association-wide election without a meeting. For an election or vote of Members not taken at a meeting, the Association shall give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice shall be given not later than the twentieth (20<sup>th</sup>) day before the latest date on which a ballot may be submitted to be counted. The period of voting and the deadline for the receipt of electronic and mail-in ballots shall be published in the Notice of Association-Wide Election. In such event, votes received after the published deadline shall not be counted for quorum or voting purposes.

(E) An electronic vote (i) given by email, facsimile, or posting on an internet website established by the Association for voting, if available, (ii) for which the identity of the Member submitting the ballot can be confirmed, and (iii) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot shall constitute a written and signed ballot.

(F) For in-person meetings or a combination of in-person, electronic, telephonic conference and/or Internet, an absentee or electronic ballot (i) may be counted as a Member present and voting and for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member attends the meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the motion amended at the meeting is different from the exact language on the absentee or electronic ballot.

(G) In the event of a Remote Meeting (as defined in *Article IV, Section 4.3(A)* of these Restated Bylaws), all voting Members may exercise their vote or votes at the Remote Meeting by absentee ballot and, if offered by the Association, by electronic methods as described in TEX. PROP. CODE § 209.00592. If a Member elects to appoint an individual to vote on the Member's behalf by proxy, the proxy will be used in conjunction with an absentee ballot by attaching the proxy to the absentee ballot and submitting the absentee ballot to the Election Officer or such other person or entity designated by the Board of Directors. For a Remote Meeting, the Board of Directors may extend the voting period beyond adjournment to listen to candidates' presentations as to their qualifications and the reasons the candidates desire to be a member of the Board of Directors or, if the vote is on a proposal, to allow the Members to be informed. The deadline for the receipt of proxies, absentee ballots and, if offered, electronic ballots shall be published in the Notice of Annual Meeting or Special Called Meeting. In such event, votes received during the extended voting period shall be considered

a vote taken at the Remote Meeting.

4.9 Action by Members Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at an in-person meeting of all Members entitled to vote thereon. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent delivered to the Association at its principal place of business in Texas. Such consents shall be filed in the Association's records with the minutes of the Association and shall have the same force and effect as a vote of the Members at an in-person meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

4.10 Telephone and Similar Electronic Meetings. Members, Directors, and committee members may participate in and hold a meeting by means of telephone conference, video conference or similar communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.11 Order of Business at Meetings. The order of business at annual meetings and so far as practicable at other meetings of Members shall be as follows, unless changed by the Board of Directors:

- (A) call to order;
- (B) proof of due notice of meeting;
- (C) determination of quorum and examination of proxies;
- (D) voting for Directors (if applicable);
- (E) announcement of availability of voting list;
- (F) announcement of distribution of annual statement;
- (G) reading and disposing of minutes of last meeting of Members;
- (H) reports of officers and committees;
- (I) unfinished business;
- (J) new business; and
- (K) adjournment.

4.12 Failure to Call Annual Meeting. If the Board of Directors fails to call an annual meeting of the Members within the time frame allowed herein, a Member may demand that a meeting of the Members be called to elect Directors not later than the thirtieth (30th) day after the date of the Member's demand. The Member's demand shall be in writing and sent by certified mail, return receipt requested, to the registered agent of the Association and to the Association. A copy of this notice must then be sent by the Association to each Member. In the event the Board of Directors fail to call a meeting of the Members on or before the thirtieth (30th) day after the date of the demand, three (3) or more Members may then form an election committee. The election committee shall file written notice of the election committee's formation with the Comal County Clerk for recordation in the Comal County Official Public Records. The notice shall contain: (i) a statement that an election committee has been formed to call a meeting of the Members for the sole purpose of electing Directors; (ii) the name and residential address of each election committee member; and (iii) the name of the Subdivision over which the Association has jurisdiction under the Declaration, the Certificate of Formation, or these Restated Bylaws. The notice shall be signed and acknowledged by each election committee member. Only one (1) election committee within the Subdivision area may operate at any given time. If more than one (1) election committee files notice with the Comal County Clerk, the first election committee to file notice, provided all of the other requirements

of this *Article IV* are satisfied, shall have the power to act. An election committee has four (4) months after the date the notice is filed with the Comal County Clerk to conduct a successful election. The election committee is automatically dissolved if a successful election is not held within this four (4) month period. The notice, quorum, and voting provisions of these Restated Bylaws apply to any meeting called by the election committee. The election committee may call a meeting of the Members for the sole purpose of electing Directors.

4.13 Suspension of Membership Rights. A Member's right to the use and enjoyment of any Association Common Area may be suspended by action of the Board of Directors if (i) such Member shall have failed to pay when due any Assessment or Charge lawfully imposed upon the Member or any property owned by the Member, or (ii) if the Member, Member's family members, lessees, tenants, licensees, invitees and guests of any thereof shall have violated any Governing Documents of the Association regarding the use of any Properties or conduct with respect thereto, provided such violation is deemed by the Board of Directors to be a serious violation requiring disciplinary action. Any action taken by the Board of Directors to suspend a Member's rights, however, shall be in strict compliance with the TEX. PROP. CODE § 209.006, as amended.

## **ARTICLE V BOARD OF DIRECTORS**

5.1 Management. The property, business, and affairs of the Association shall be managed by the Board of Directors who may exercise all such powers of the Association as set forth in *Section 3.1* herein and do all such lawful acts and things as are not by statute or by the Certificate of Formation or by these Restated Bylaws directed or required to be exercised or done by the Members. The Directors shall have all of the powers, authority and duties of the Association existing under the TBOC, the Declaration and these Restated Bylaws, which shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Members when such is specifically required by law, the Declaration, or these Restated Bylaws.

5.2 Committees. In addition to the committees provided for in the Declaration and these Restated Bylaws, if applicable, the Board of Directors may by resolution designate one (1) or more committees, each of which shall consist of two (2) or more Members. To the extent provided in said resolution, the committee's authority shall be strictly limited to the purposes, limitations, powers and authority delegated by the Board of Directors; but the designation of such committee(s) and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed on a Director by law.

5.3 Number; Qualification. For the remainder of 2022, the Board of Directors shall consist of seven (7) persons or entities who need not be Members of the Association. Beginning January 1, 2023, each member of the Board of Directors must be a Member of the Association. There shall be no more than one (1) Director that is a non-resident of Vintage Oaks. If there is one (1) non-resident on the Board of Directors and a second Director relocates to outside Vintage Oaks, the relocating Director's term shall end simultaneously with the relocation of the Director's residence. Should a Director cease being a Member during the term of office, the term shall end simultaneously with the termination of the membership. If a Lot is owned by multiple Owners, only one (1) Owner is eligible to serve on the Board of Directors at any given time. There shall be no other requirement that restricts a Member's right to run for a position on the Board of Directors except as may be limited by TEX. PROP. CODE § 209.00591, as amended. If a Lot is owned by a legal entity, such as a partnership, corporation or limited liability company, any officer, partner, director, manager or member of that entity Member is eligible to serve as a Director and is deemed to be a Member for the purposes of this *Section 5.3*. No other individual, other than as stated, shall be eligible to represent the entity. If the relationship between the entity Member and the Director representing it terminates, that Directorship will simultaneously be deemed vacant and the

entity shall appoint its successor representative to serve out the remaining term.

5.4 Change in Number. The number of Directors may be increased or decreased from time to time by resolution of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent Director and the Board of Directors may never consist of less than seven (7) nor more than nine (9) Directors. A change in number may be made by resolution of the Board of Directors and an amendment of the Restated Bylaws shall not be required. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special called meeting of Members called for that purpose.

5.5 Election and Term of Office.

(A) On or before December 31, 2022, the Declarant will resign from the Board of Directors and a Director will be elected by the Members to fill the vacancy caused by Declarant's resignation. The three (3) remaining previously appointed Declarant directors shall continue to serve out their terms until December 31, 2023 or until each Director's successor has been elected and seated on the Board of Directors, at which time the Declarant appointed directors' appointment will automatically expire. Should any Declarant appointed director's seat become vacant for any reason prior to December 31, 2023, the remaining members of the Board of Directors shall appoint a Member to the Board of Directors to serve out the remaining term of the Declarant appointed director.

All Directors elected by the Members shall hold office for a three (3) year term or until their respective successors have been elected and hold their first meeting, except as is otherwise provided herein. Directors-elect elected at an annual meeting of Members shall be seated and commence serving their term on the first (1<sup>st</sup>) day of January at 12:01 a.m. of each year. Should it become necessary for any reason to elect a Director at a special called meeting to fill a vacancy that requires a vote of the Members, the Director's term shall commence as of the date determined by the Board of Directors, in its sole discretion, and continue until the vacated seat's term has expired.

(B) On or before the election of members to the Board of Directors to be seated January 1, 2023, the Board of Directors shall, by resolution, increase the number of members on the Board of Directors to nine (9) members and an election shall be held for the Members to elect three (3) Directors to a three (3) year term to fill the vacancy caused by the resignation of the Declarant and the two (2) additional seats created by the increase in the number of members on the Board of Directors.

(C) Directors may be elected to serve any number of consecutive terms. There shall be no term limits.

5.6 Candidate Committee and Solicitation of Candidates.

(A) Not less than sixty (60) days prior to the next scheduled annual meeting of the Association, the Board of Directors shall appoint a Candidate Committee comprised of not less than two (2) and no more than three (3) Board of Directors members not standing for re-election. The Candidate Committee shall be responsible for receiving solicited candidate requests, confirming candidates' eligibility, and presenting the names of all eligible candidates to the Secretary of the Association for inclusion on the ballot. The Candidate Committee shall present the names of all eligible candidates to the Secretary of the Association at least fifteen (15) days prior to the date the Notice of Meeting or, alternatively, the Notice of Association-wide election, ballots, and proxies, if applicable, are to be mailed to Members or emailed to those Members that have registered their email address with the Association for purposes of notice. The names of the candidates shall be included in the notice of annual meeting if an election is to be held at an annual

or special called meeting or, alternatively, in the notice of an Association-wide election if the election is to be held without a meeting. If an in-person annual or special called meeting called for the election of the Board of Directors is held, nominations from Members of the Association may not be made from the floor at the annual or special called meeting.

(B) At least forty-five (45) days before the date the Association disseminates ballots to the Members for purposes of voting in a Board of Directors member election, whether at an in-person meeting or an Association-wide vote without a meeting, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board of Directors. 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 (10th) day after the date the Association provides the notice required by this subsection (B).

(C) The notice required by subsection (B) must be:

- (1) mailed to each Member; or
- (2) provided by:
  - (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Association Members:
    - (i) in a place located on the Association's Common Area or, with the property Owner's consent, on other conspicuously located privately owned property within the Subdivision; or
    - (ii) on any Internet website maintained by the Association or other Internet media; and
  - (b) sending the notice by email to each Member who has registered an email address with the Association.

## 5.7 Election Officer and Election Results.

(A) Appointment of Election Officer. The Board of Directors shall, prior to the annual meeting, special called meeting or an Association-wide vote, if an election is to be conducted and prior to accepting nominations, by resolution designate one (1) Member from the Candidate Committee or a management company representative to serve as Election Officer for the election of the Board of Directors. The Election Officer shall administer the election or vote at the annual or special called meeting or the Association-wide election or vote. The Election Officer shall appoint, in writing, such assistants as are in the Election Officer's judgment required to conduct the election. The assistants may be members of the Board of Directors that are not up for re-election and need not be Members of the Association. Such assistants shall not be paid for their services. A person who is a candidate for election or who is otherwise the subject of an Association-wide vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as part of a recount process authorized by law and set forth in TEX. PROP. CODE § 209.00594, as amended. A person other than a candidate or related person, as previously described in this Subsection (A), may tabulate votes in the Association election or vote, but may not disclose to any other person how an individual voted; and a person other than a person who tabulates votes under this Subsection (A), including a candidate or person related to a candidate as previously described in this Subsection (A) may be

given access to the ballots cast in the election or vote only as part of a recount process authorized by law. If ballots are to be returned to the Association by email, fax, mail or otherwise, the Election Officer shall ensure that a person identified in the preceding sentence does not have access to the returned ballots.

(B) Election Results. The results of balloting shall be announced by the Election Officer before the close of the meeting at which the election takes place or at the annual meeting immediately following an Association-wide election or an extended period of voting as permitted in *Section 4.8 (G)* herein. The candidate(s) receiving the highest number of votes shall be declared by the President or Vice President, if there is no President, to have been elected. The Election Officer shall announce only the names of the successful candidate(s) and shall not announce or post the vote totals of the respective candidates provided however, the Election Officer may provide an individual candidate the vote total for the requesting candidate. The Election Officer shall thereafter certify, in writing, the results of the balloting, which shall then be countersigned by his or her assistants.

5.8 Recount of Board of Directors Election Votes. A Member has fifteen (15) calendar days from the date on which a Board of Directors election was held to request a recount of the votes. A recount may not be requested for any agenda items other than a Board of Directors election. A demand for a recount must be submitted in writing by certified mail, return receipt requested, delivered by the United States Postal Service with signature confirmation to the Association's updated mailing address, or in person to the Association's current managing agent. The Association shall retain and enter into a contract with, at the expense of the requesting Member, a person qualified to recount the votes. The person conducting the recount may not be a Member or related to a Director within the third degree of consanguinity or affinity and shall be either a current or former county judge, county elections administrator, justice of the peace, or county voter registrar, or a person mutually agreed upon by the Association and the requesting Member. The recount shall be completed within thirty (30) days of the date in which the recount request and payment for the services is received by the Association. In the event the recount changes the results of the election in question, the Association shall reimburse the Member the cost of the recount. A recount shall not affect actions taken by the Board of Directors between the election in question and the completion of the recount.

5.9 Removal of Directors. Any Director elected by the Members may be removed either with or without cause at any annual or special called meeting of Members by the affirmative vote of a Majority of the total eligible votes of the membership of the Association present, in person or by proxy, at such meeting and entitled to vote for the election of such Director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any Director who fails to attend three (3) consecutive Board of Directors meeting or fails to attend fifty percent (50%) of the Board of Directors meetings within any twelve (12) month period is automatically and immediately removed from the Board of Directors without further action of the Board of Directors or the membership. Upon removal of a Director, a successor shall be elected by the remaining Board members to fill the vacancy for the remainder of the term of such Director.

5.10 Vacancies. Vacancies on the Board of Directors caused by death, incapacitation, resignation, loss of membership, or disqualification (i.e., by any reason other than the removal of a Director as stated herein) shall be filled by an affirmative vote of a Majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve out the unexpired term (if any) of his predecessor in office.

5.11. Meetings. Meetings of the Board of Directors, regular or special, may be held in-person, electronically or a combination thereof. In-person meetings shall be held in Comal County, Texas.

5.12 Annual Meetings. The first meeting of a newly elected Board of Directors shall be held with notice, as required by the TEX. PROP. CODE, on or before the 15<sup>th</sup> day of January of each year at a time and location in Comal County agreed to by a Majority of the Board of Directors.

5.13 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, either personally or by mail or by electronic media. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors. The notice of meeting shall be in accordance with the Texas Property Code.

5.14 Notice of Board of Directors Meeting. Members shall be provided notice of the date, hour, place, if in person, matters to potentially be deliberated in executive session, and the general subject of a regular or special Board of Directors meeting. If the meeting is to be held electronically, the notice shall include instructions as to how to join the electronic meeting. Notice shall be provided in one (1) of the following manners:

(A) Mailed to each Member not later than the tenth (10<sup>th</sup>) calendar day or earlier than the sixtieth (60<sup>th</sup>) calendar day before the date of the meeting; or

(B) Provided at least one hundred forty-four (144) hours prior to the start of a regular Board of Directors meeting and at least seventy-two (72) hours before the start of a special Board of Directors meeting by:

(1) Posting notice in a conspicuous manner reasonably designed to provide notice to the Association, which includes posting notice on the Association's Common Areas, posting notice on a conspicuously located Member's property with that Member's consent, or posting notice on an Internet website maintained by the Association; and

(2) Emailing notice to each Member who has a registered email address with the Association. It is the duty of a Member to provide the Association with an updated email address.

5.15 Open Meetings. Regular and special meetings of the Board of Directors shall be open to all Members of the Association, subject to the following provisions:

(A) No audio or video recording of the meeting may be made, except by the Board of Directors or with the Board of Directors' prior, written consent.

(B) Members who are not Directors may not participate in Board of Directors deliberations or discussions, unless expressly authorized to do so by the vote of a Majority of a quorum of the Board of Directors. In such case, the President, or presiding officer if the President is not present, may limit the time any individual may speak.

(C) The Board of Directors may, with the approval of a Majority of a quorum, adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorney and any order of business of a confidential nature involving a Member and matters to remain confidential at the request of the affected parties and agreement of the Board of Directors. The nature of business to be considered in executive session will first be announced in open session. Following an executive session, any decision made in the closed session shall be summarized orally and placed in the meeting minutes. The oral summary shall be in general terms and shall include a general explanation of expenditures and shall not breach the privacy of individual Members, violate any privilege, or disclose



information that is to remain confidential at the request of the affected parties.

(D) The Board of Directors may prohibit attendance by any Member who disrupts meetings or interferes with the conduct of Board of Directors business.

5.16 Quorum; Majority Vote; Appearance.

(A) At meetings of the Board of Directors, a Majority of the number of Directors fixed by these Restated Bylaws shall constitute a quorum for the transaction of business. The act of a Majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise specifically provided by statute, the Certificate of Formation, the Declaration or these Restated Bylaws. If a quorum is not present at a meeting of the Board of Directors, the Directors present may adjourn the meeting and shall (with notice as described herein) have the power to adjourn the meeting and call another meeting immediately after the adjournment of the initial meeting or within sixty (60) days following the initial meeting until a quorum shall be present or represented, subject to the limitations of the TEX. PROP. CODE. Provided the original notice to Members of the Board of Directors meeting contains a provisional time and date for a reconvening of the initial meeting in case it is adjourned due to lack of quorum, verbal notice of reconvening conveyed to those present at the initial meeting shall be sufficient notice to satisfy all notice provisions in these Restated Bylaws.

(B) A Director may attend meetings of the Board of Directors in-person or electronically, provided Members are permitted the same option for any meeting attended electronically by a Board of Directors member. If no Director attends a meeting electronically, Members may not attend electronically unless approved by the Board of Directors, in its sole discretion. Attendance of a Board of Directors' meeting, whether in-person or electronically, permits the Director to vote and counts toward quorum. A Director may not vote or appear by proxy at a meeting of the Board of Directors.

5.17 Compensation. The Board of Directors shall receive no compensation for serving, except a Director may be reimbursed for any reasonable, documented, actual expenses incurred by the Director on behalf of the Association, subject to approval by the Board of Directors. Nothing herein shall prohibit the Association from compensating a Director for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested Director.

5.18 Meeting Procedure. The President or, in the President's absence, the Vice-President or if both are absent, any Director selected by the Directors present shall preside at meetings of the Board of Directors. The Secretary of the Association or, in Secretary's absence, any person appointed by the presiding officer shall act as Secretary of the meetings of the Board of Directors and keep regular minutes of the proceedings. Subject to approval of the minutes by the Board of Directors, the minutes shall be placed in the minute books of the Association and posted on the Association's website within ten (10) days of approval of the minutes.

5.19 Recess of Board of Directors Meeting. If the Board of Directors recesses a regular or special Board of Directors meeting to continue the following regular business day, the Board of Directors is not required to post notice of the continued meeting, provided the recess is taken in good faith. If the meeting is continued to the following regular business day and on that day is continued to another day, the Board of Directors shall provide notice of the continuation within two (2) hours after the continued meeting is adjourned by posting notice in a conspicuous manner reasonably designed to provide notice to the Association, which includes posting notice on the Association's Common Areas, posting notice on a conspicuously located Member's property with that Member's consent, or posting notice on an Internet

website maintained by the Association.

5.20 Action Without Meeting and Notice. The Board of Directors shall be permitted to take action without a formal meeting and without notice as follows:

(A) Subject to the limitations of the TEX. PROP. CODE § 209.0051, any action required or permitted to be taken without a meeting or vote may be taken if a consent in writing, setting forth the action so taken, is signed by all the members of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote at a meeting. The signed consent, or a signed copy, shall be placed in the minutes book. The consent may be in more than one counterpart so long as each Director signs one of the counterparts.

(B) The Board of Directors may meet by any method of communication, including electronic and telephonic meetings, or a combination thereof, without prior notice to the Members. The Board of Directors may take action either pursuant to a verbal or electronic vote during such meeting, provided each Director may hear and be heard by every other Director, or by unanimous written consent. Any action taken by the Board of Directors without notice to the Members must be summarized orally, including, but not limited to, actual or estimated expenditures approved, and documented in the written minutes of the next regular or special Board of Directors meeting. The Board of Directors may not, unless done in an in person or electronic, or a combination thereof, open meeting for which prior notice was given to the Members, consider or vote on any of the following matters:

**Matters requiring a Majority Vote of the Board of Directors:**

- (1) Fines;
- (2) Damage Assessments;
- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in General Assessments or Neighborhood Assessments of fifteen percent (15%) or less above that of the previous year;
- (6) appeals from a denial of Architectural Review Authority approval;
- (7) suspension of a right of a particular Member before the Member has an opportunity to attend a regular or special meeting of the Board of Directors to present the Member's position, including any defense, on the issue;
- (8) lending or borrowing of money up to a maximum of \$50,000.00;
- (9) the adoption or amendment of a dedicatory instrument unless otherwise required by the dedicatory instrument to be approved by a greater percentage and/or to be approved by the Members;
- (10) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by fifteen percent

(15%) or less and subject to requirements of the Second Amended and Restated Declaration;

- (11) the filling of a vacancy on the Board of Directors;
- (12) the construction of capital improvements costing up to a maximum of \$250,000.00 other than the repair, replacement or enhancement of existing capital improvements; and
- (13) the election of an officer.

**Matters requiring a Supermajority of the Board of Directors:**

- (1) lending or borrowing of money of more than \$50,000.00;
- (2) levying of Special Assessments;
- (3) the sale or purchase of real unimproved property;
- (4) the sale or purchase of improved property and additionally must be approved by an affirmative vote of 70% of the total outstanding votes of the Members;
- (5) the construction of capital improvements costing more than \$250,000.00;
- (6) the Board compelling the Association to conduct a special called meeting as per *Section 4.5* herein;
- (7) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than fifteen percent (15%) and subject to requirements of the Second Amended and Restated Declaration;
- (8) the approval of General Assessment and Neighborhood Assessment increase by more than fifteen percent (15%) above that of the previous year; and
- (9) amend these bylaws.

5.21 Presumption of Assent to Action. A Director who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall hand deliver a written dissent to such action with the Secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a Director who voted in favor of such action.

5.22 Limitation of Director Liability. A Director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in the capacity as a Director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this *Section 5.22* shall be prospective only and shall not adversely affect any limitation of the personal liability of a Director of the Association existing at the time of the repeal or modification. The limitation on the liability of a Director does not eliminate or modify that person's liability to the Association as a Member of the Association.

## **ARTICLE VI NOTICE**

6.1 Method. Whenever, by statute, the Certificate of Formation, the Declaration, these Restated Bylaws, or otherwise, notice is required to be given to an Owner, Director, committee member, or security holder and no provision is made as to how the notice shall be given, it shall not be construed to mean personal notice, but rather notice given: (i) in writing, by mail, postage prepaid, addressed to the Director, committee member, or security holder at the address appearing on the books of the Association; (ii) by email to each Owner who has registered an email address with the Association pursuant to the Association's email registration policy; or (iii) by any other method permitted by law. Any notice required or permitted to be given by mail shall be deemed given at the time when the same is deposited in the United States mail.

6.2 Waiver. Whenever, by statute or the Certificate of Formation, the Declaration or these Restated Bylaws, notice is required to be given to an Owner, Director, committee member, or security holder, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be equivalent to the giving of such notice. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## **ARTICLE VII OFFICERS AND AGENTS**

### 7.1 Number; Qualification; Election; Term.

(A) The Association shall have a President, a Vice President, a Secretary, a Treasurer, and such other officers (including a chairman of the Board of Directors and additional Vice Presidents) and assistant officers and agents as the Board of Directors may deem necessary.

(B) An officer of the Association must be a member of the Board of Directors.

(C) Officers named in subsection (A) above shall be elected by the Board of Directors on the expiration of an officer's term or whenever a vacancy exists. Officers and agents named above may be elected by the Board of Directors at any meeting.

(D) Unless otherwise specified by the Board of Directors at the time of election or appointment, or in an employment contract approved by the Board of Directors, each officer's and Director's term shall end at the first meeting of Directors after the next annual meeting of Members. The newly elected Director shall serve until the end of the Director's term or, if earlier, the Director's death, resignation, or removal.

(E) Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

(F) The Board of Directors may appoint or hire such assistant secretaries or assistant treasurers as it deems necessary to conduct the business of the Association. If any officer is absent or unable to act, the Board of Directors may appoint a Director to perform the duties of that officer and to act in place of that officer on an interim basis.

7.2 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so

removed. Election or appointment of an officer or agent shall not of itself create contract rights.

7.3 Vacancies. Any vacancy occurring in any office of the Association (by death, resignation, removal or otherwise) may be filled by the Board of Directors.

7.4 Authority. Officers and agents shall have the authority to perform such duties necessary in the management of the Association; provided such duties are not inconsistent with these Restated Bylaws.

7.5 Compensation. The officers shall not be compensated.

7.6 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business and affairs of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

7.7 Vice President. The Vice Presidents in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and have the authority to exercise the powers of the President. The Vice Presidents shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

7.8 Secretary.

(A) The Secretary shall (i) attend all meetings of the Board of Directors and all meetings of the Members; (ii) record all votes, actions, and the minutes of all proceedings in a printed corporate book or digital folder to be kept for that purpose; and (iii) perform like duties for the executive committee and other committees when required. In the event the Secretary fails to attend any meeting, the President or in the President's absence, the Vice-President, shall appoint a temporary secretary to perform the duties and responsibilities of the Secretary.

(B) The Secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors.

(C) The Secretary shall be under the supervision of the President. The Secretary shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time-to-time delegate.

7.9 Treasurer.

(A) The Treasurer shall have the responsibility for the management of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Association, and shall deposit all funds and other valuables in the name and to the credit of the Association in depositories designated by the Board of Directors.

(B) The Treasurer shall disburse the funds of the Association as ordered by the Board of Directors and prepare financial statements as they direct.

(C) If required by the Board of Directors, at the Association's expense, the Treasurer shall give the Association a bond (in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board of Directors) for the faithful performance of the duties of Treasurer's office and for the restoration to the Association, in case of the Treasurer's death,

resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind belonging to the Association in the Treasurer's possession or under the Treasurer's control.

(D) The Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time-to-time delegate.

## ARTICLE VIII INDEMNIFICATION

8.1 Definitions. In this Article VIII, the following terms shall have the designated meaning:

(A) "Indemnitee" means (i) any present or former Director, advisory Director, officer, ARA member or any other committee of the Association; (ii) any person who, while serving in any of the capacities referred to in clause (i) hereof, served at the Association's request as a Director, officer, trustee, employee, agent, manager (including employees of any management company) or similar functionary of another foreign or domestic Association, partnership, joint venture, trust, employee benefit plan or other enterprise; and (iii) any person nominated or designated by, or pursuant to any authority granted by, the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(B) "Official Capacity" means acting as, or with the capacity of, or representing a Director, the office of Director of the Association, or the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic Association or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(C) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, or any inquiry or investigation that could lead to such an action, suit or proceeding.

8.2 Indemnification. The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which Indemnitee was, is or is threatened to be named a defendant or respondent, or in which Indemnitee was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of Indemnitee serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in *Section 8.1(A)* if it is determined in accordance with *Section 8.4* that the Indemnitee: (i) conducted himself or herself in good faith; (ii) reasonably believed, in the case of conduct in Indemnitee's Official Capacity, that such conduct was in the Association's best interests and, in all other cases, that such conduct was at least not opposed to the Association's best interests; and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that such conduct was unlawful. However, in the event an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification shall be limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for the willful or intentional misconduct in the performance of Indemnitee's duty to the Association. Except as provided in the immediately preceding proviso, no indemnification shall be made under this *Section 8.2* in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by Indemnitee,

whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this *Section 8.2*. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

8.3 Successful Defense. Without limitation of *Section 8.2* and in addition to the indemnification provided for in *Section 8.2*, the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which Indemnitee is a witness or a named defendant or respondent because Indemnitee served in any of the capacities referred to in *Section 8.1(A)*, if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

8.4 Determinations. Any indemnification under *Section 8.2* (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct. Such determination shall be made by: (i) the Board of Directors by a Majority vote of a quorum consisting of Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding, and if such a quorum cannot be obtained, then by a Majority vote of all Directors in which designated Directors who are named defendants or respondents in the Proceeding may participate; (ii) a committee to consist solely of two (2) or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clauses (i) or (ii) of this *Section 8.4* or, if the requisite quorum of all of the Directors cannot be obtained therefor and such committee cannot be established, by a Majority vote of all of the Directors in which Directors who are named defendants or respondents in the Proceeding may participate; or (iv) the Members in a vote that excludes the Directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to the reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this *Section 8.4* that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

8.5 Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or who is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in *Section 8.4*, after receipt by the Association of (i) a written affirmation by such Indemnitee of Indemnitee's good faith belief that Indemnitee has met the standard of conduct necessary for indemnification by the Association under this *Article VIII* and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Association as authorized in this *Article VIII*. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this *Article VIII*, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with Indemnitee's appearance as a witness or other participation in a Proceeding at a time when Indemnitee is not named a defendant or respondent in the Proceeding.

8.6 Other Indemnification and Insurance. The indemnification provided by this *Article VIII* shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Governing Documents, any law, agreement or vote of Members or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in Indemnitee's official capacity and as to action in any other capacity; (ii) continue as to a person who has ceased to be in the capacity by reason of which such person was an Indemnitee with respect to matters arising during the period such person was in such capacity; and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

8.7 Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this *Article VIII* shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next submission to the Members of a consent to action without a meeting and, in any case, within the twelve (12) month period immediately following the date of the indemnification or advance.

8.8 Construction. The indemnification provided by this *Article VIII* shall be subject to all valid and applicable laws, including, without limitation, Chapter 8, Subchapter C of the TBOC, and, in the event this *Article VIII* or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this *Article VIII* shall be regarded as modified accordingly, and, as so modified, continue in full force and effect.

8.9 Continuing Offer, Reliance, Etc. The provisions of this *Article VIII* (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnitees. The Association, by its adoption of these Restated Bylaws, (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this *Article VIII* in becoming and serving in any of the capacities referred to in *Section 8.1(A)* hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in the right to enforce the provisions of this *Article VIII* in accordance with its terms by any act or failure to act on the part of the Association.

8.10 Effect of Amendment. No amendment, modification or repeal of this *Article VIII* or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees under, and in accordance with, the provisions of this *Article VIII* as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

## **ARTICLE IX GENERAL PROVISIONS**

9.1 Reserves. By resolution, the Board of Directors may create such reserve or reserves out of the earned surplus of the Association as the Directors from time to time, in their discretion, think proper to provide for contingencies, repair or maintenance of any Properties of the Association, or for any other purpose they think beneficial to the Association. The Directors may modify or abolish any such reserve in the manner in which it was created.

9.2 Books and Records. The Association shall keep (i) correct and complete books and



records of accounts of Owners; (ii) detailed financial records that comply with generally accepted accounting principles applicable to property owners' associations and are sufficiently detailed to enable the Association to prepare a resale certificate as required by TEX. PROP. CODE § 207.003; (iii) minutes of the proceedings of its Members and Board of Directors, and (iv) shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its Members, giving the names and addresses of all Members and the number of votes held by each. The Association shall, as a common expense, annually obtain an independent audit of the books and records. Copies of the audit must be made available to the Owners pursuant to the Association's Records Production Policy recorded as Document No. 201106044204 in the Official Public Records of Comal County, Texas. An audit required by this *Section 9.2* shall be performed by a certified public accountant.

9.3 Checks and Notes. Checks, demands for money, and notes of the Association shall be signed by officer(s) or other person(s) designated from time to time by the Board of Directors.

9.4 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

9.5 Resignation. A Director, committee member, officer or agent may resign by giving written notice to the President or Secretary. The resignation shall take effect at the time specified in it, or immediately if no time is specified. Unless the written notice of resignation specifies otherwise, a resignation takes effect without being accepted.

9.6 Amendment of Restated Bylaws. These Restated Bylaws may be altered, amended or repealed either (i) at a meeting of the Board of Directors at which a quorum is present, by the affirmative vote of a Supermajority of the total number of seats on the Board of Directors, including any vacant seats, provided notice of the proposed alteration, amendment, or repeal is contained in the notice of the meeting, or (ii) at a meeting of the Members at which a quorum is present or represented, by the affirmative vote of a Majority of the total eligible votes of the membership of the Association present or represented at the meeting and entitled to vote there at, provided notice of the proposed alteration, amendment or repeal is contained in the notice of the meeting. For purposes of this *Section 9.6*, quorum shall be at least fifty-one percent (51%) of the total of all Class A Members.

9.7 Inspection. Books and records of the Association will be made available for inspection and copying pursuant to the Association's Records Production Policy and applicable Texas law.

9.8 Resale Certificates. Any officer may prepare or cause to be prepared Assessment resale certificates pursuant to applicable law. The Association may charge a reasonable fee for preparing such certificates and may refuse to furnish such certificates until the fee is paid, unless otherwise provided by law. Any unpaid fees may be assessed against the Lot for which the certificate is furnished. The Association may delegate the responsibility for a resale certificate to its managing agent, if any.

9.9 Management Certificate. As required by applicable law, such as TEX. PROP. CODE § 209.004, the Association will maintain a current management certificate in the Official Public Records of Comal County, Texas. When the Association has notice of a change in any information in the recorded certificate, the Association will prepare a restated or amended certificate and deliver it to the county clerk for filing. Absent gross negligence, the Association is not liable for a delay or failure to record a certificate. The Association may delegate the responsibility for a resale certificate to its managing agent, if any.

9.10 Managing Agent. The Board of Directors may hire and empower a Managing Agent for the Association who shall perform or cause to be performed all acts and responsibilities of the Board of Directors which may by law and by these Restated Bylaws be delegated. The choice of managing agent shall be at the sole discretion of the Board of Directors.


**CERTIFICATE OF DECLARANT**

The undersigned certifies that the foregoing Restated Bylaws were duly approved, amended and adopted by the Declarant pursuant to *Section 8.8 (a)* of the Bylaws, on the 28 day of December, 2022. The undersigned further certifies that the foregoing Restated Bylaws constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at The Vineyard, a subdivision located in Comal County, Texas, as hereinabove described, including all annexations thereto.

Signed this 28 day of December, 2022.


**DECLARANT:**

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company

By:   
Name: THAD RUTHERFORD  
Title: President

STATE OF TEXAS           §  
  §  
COUNTY OF COMAL       §

BEFORE ME, the undersigned notary public, on this 28 day of December, 2022, personally appeared THAD RUTHERFORD, President of SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

  
Notary Public, State of Texas



**EXHIBIT "A"**

**SUBDIVISION PLATS AND SUPPLEMENTAL DECLARATIONS**

<b>VINTAGE OAK PLATS</b>			<b>SUPPLEMENTAL DECLARATIONS</b>	
<b>UNIT #</b>	<b>SUBDIVISION NAME</b>	<b>COMAL COUNTY RECORDING INFO-PLATS</b>	<b>SUPPLEMENTAL DECLARATION</b>	<b>COMAL COUNTY RECORDING INFO</b>
One	Vintage Oaks at The Vineyard Unit One	200706000394	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One, <i>Amended by:</i> First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One Second Amendment to The First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One	200706000772  200706015464  200706027104
Two	Vintage Oaks at The Vineyard Unit Two	200706040713	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit Two	200706040721
3	Vintage Oaks at The Vineyard Unit 3	201206036750	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 3	201206037003
4	Vintage Oaks at The Vineyard Unit 4	201206040252	Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 4	201206041113
5	Vintage Oaks at The Vineyard Unit 5	201306040370	First Amended Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 5, <i>[amended and replaced prior Fifth Supplemental Declaration recorded as Doc. No. 201306039084]</i>	201306042081
6	Vintage Oaks at The Vineyard Unit 6	201306051565	Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 6	201306051741

7	Vintage Oaks at The Vineyard Unit 7	201406005729	Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 7	201406006128
8	Vintage Oaks at The Vineyard Unit 8	201406026476	Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 8	201406026570
9	Vintage Oaks at The Vineyard Unit 9	201506011975	Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 9	201506012054
10	Vintage Oaks at The Vineyard Unit 10	201506042037	Tenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 10	201506042121
11	Vintage Oaks at The Vineyard Unit 11	201506048246	Eleventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 11	201506048349
			Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions Unit 1, Unit 2, Unit 4, Unit 5, Unit 6, Unit 8, Unit 9, Unit 10, Unit 11	201706028671
12	Vintage Oaks at The Vineyard Unit 12	201606022241	Twelveth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 12	201606024016
13	Vintage Oaks at The Vineyard Unit 13	201606041095	Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 13	201606045633
14	Vintage Oaks at The Vineyard Unit 14	201706006744	Fourteenth Supplement to Declaration of Covenants Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 14	201706007697
15	Vintage Oaks at The Vineyard Unit 15	201706006749	Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard The Grove, Unit 15	201706008104
16	Vintage Oaks at The Vineyard Unit 16	201706026888	Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 16	201706027258
17	Vintage Oaks at The Vineyard Unit 17	201706036819	Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for	201706037155

			Vintage Oaks at The Vineyard, Unit 17	
18	Vintage Oaks at The Vineyard Unit 18	201806005052	Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 18 <i>Amended by:</i> First Amendment to the Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 18	201806005728  201806021323
19	Vintage Oaks at The Vineyard Unit 19	201806006077	Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 19 <i>Amended by:</i> First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 19	201806006130  201806021325
20	Vintage Oaks at The Vineyard Unit 20	201806019282	Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 20	201806020106
21	Vintage Oaks at The Vineyard Unit 21	201806030248	Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 21	201806030528
22	Vintage Oaks at The Vineyard Unit 22	201806032357	Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 22	201806033120
23	Vintage Oaks at The Vineyard Unit 23	201906007202	Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 23	201906007292
24	Vintage Oaks at The Vineyard Unit 24	201906011302	Twenty-Fourth Supplement to Declaration of Covenants, Conditions, and Restrictions for Vintage Oaks at The Vineyard, Unit 24	201906011867
25	Vintage Oaks at The Vineyard Unit 25	201906013327	Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for	201906013760

			Vintage Oaks at The Vineyard, Unit 25	
26	Vintage Oaks at The Vineyard Unit 26	201906028631	Twenty-Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 26	201906032537
27	Vintage Oaks at The Vineyard Unit 27 <i>[converts Lots 23 &amp; 40R, Vintage Oaks at The Vineyard, Unit 18, into Vintage Oaks at The Vineyard Unit 27]</i>	202006030773	Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 27	202006033902
28	Vintage Oaks at The Vineyard Unit 28	202006037730	Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 28	202006038426
29	Vintage Oaks at The Vineyard Unit 29	202106018739	Twenty-Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 29	202106058260
30	Vintage Oaks at The Vineyard Unit 30	202206006690	Thirtieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 30	202206007284

**Filed and Recorded**  
**Official Public Records**  
**Bobbie Koepf, County Clerk**  
**Comal County, Texas**  
**12/29/2022 11:12:39 AM**  
**TERRI 39 Pages(s)**  
**202206053376**



*Bobbie Koepf*