

**RESTATED BYLAWS OF
COUNTRY VIEW VILLAGE HOMEOWNERS ASSOCIATION, INC.**

Countryview Village Homeowners Association, Inc. is the association referred to in the Declaration of Restrictive Covenants and Conditions for Country View Village Subdivision Unit-1, recorded in Volume 5499, Page 55 et seq., Official Public Records of Real Property of Bexar County, Texas and the Declaration of Restrictive Covenants and Conditions for Country View Village Subdivision Unit-2, recorded in Volume 6262, Page 632 et seq., Official Public Records of Real Property of Bexar County, Texas. The terms used in these Bylaws shall have the same meanings given to them in the Declaration, unless otherwise specifically provided herein. The Association hereby amends, restates and agrees that these Restated Bylaws shall replace and supersede the Bylaws and the First Amended Bylaws of Country View Village Homeowners Association, Inc. These Restated Bylaws shall be amended and restated as set forth herein, provided that in the event of any discrepancy between the terms of these Restated Bylaws and any terms of the Bylaws and First Amendment to Bylaws, the terms of these Restated Bylaws shall govern and prevail. These Restated Bylaws are subject to the provisions of the Texas Business Organizations Code, the Texas Property Code and such other applicable city, state and federal laws, rules and regulations.

**ARTICLE I
DEFINITIONS**

1.1 The following definitions shall apply to these Bylaws:

(A) "ACC," "Committee," and "Architectural Control Committee" shall mean the Architectural Control Committee established pursuant to the Declaration hereinafter defined.

(B) "Articles" shall mean the Articles of Incorporation of Country View Village Homeowners Association, Inc., as they may, from time to time, be amended and recorded in Volume _____, Page _____ of the Official Public Records of Bexar County, Texas.

(C) "Association" shall mean and refer to Country View Village Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns as established by the Declaration hereinafter defined.

(D) "Board of Directors" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and Bylaws of the Association.

(E) "Bylaws" and "Restated Bylaws" shall mean these Restated Bylaws of Countryview Village Homeowners Association, Inc., as they may, from time to time, be amended.

(F) "Declarations" shall mean and refer to the Declaration of Restrictive Covenants and Conditions for Country View Village Subdivision Unit-1, recorded in Volume 5499, Page 55 *et seq.*, Official Public Records of Real Property of Bexar County, Texas and the Declaration of Restrictive Covenants and Conditions for Country View Village Subdivision Unit-2, recorded in Volume 6262, Page 632 *et seq.*, Official Public Records of Real Property of Bexar County, Texas.

(G) "Governing Documents" shall mean all documents adopted and filed of record in the Official Public Records of Bexar 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 Country View Village and the Association, including, without limitation, the Articles of Incorporation, these Restated Bylaws and any rules, regulations, policies and procedures of the Association, as each may be amended, restated or supplemented from time to time.

(H) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

(I) "Lot" shall mean and refer to any of the plots of land in the Country View Village Subdivision, in the City of San Antonio, Bexar County, Texas, as shown on the Subdivision Plats, as defined herein, and such additional lots or property as may be annexed into the Association from time to time.

(J) "Member" shall mean and refer to the record Owner of a Lot, within Country View Village Subdivision as provided for in the Declarations, exclusive of any person or entity holding an interest in any Lot or Lots merely as security for the performance of an obligation.

(K) "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 the Properties, 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.

(L) "Properties" shall mean and refer to the properties known as Country View Village Subdivision and also commonly known as Country View Village, as established by the Plats and additions thereto, as are subject to the Declarations and these Restated Bylaws.

(M) "Subdivisions" or "Subdivision Plats" shall mean and refer to the maps or plats of Country View Village Subdivision Unit-1, filed for record in Volume 9525, Pages 146 *et seq.*, and Country View Village Subdivision Unit-2 filed of record in Volume 9529,

**ARTICLE II
PURPOSE AND POWERS**

2.1 Purpose. The primary purposes of this non-profit Association is to carry out and enforce the terms and conditions of the Declarations and the general powers granted herein, perform the duties imposed on the Association and to collect and disburse the assessments and charges hereinafter created, with regard to the residential properties known as Country View Village Subdivision, and such additions thereto as may be brought within the jurisdiction of the Association, subject to the provisions of the Declarations, including amendments or supplements thereto, which may now or hereafter exist and are recorded in the Official Public Records of Bexar County, Texas.

2.2 Registered Office and Agent. The Association shall comply with the requirements of the Business Organizations Code (“Code”) 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 Code. Meetings of Members and Directors may be held at such places within Bexar County, Texas, as may be designated by the Board of Directors from time to time.

2.3 Principal Office. The principal office of the Association shall be located at _____, San Antonio, Bexar County, Texas 782__ or such other location within Bexar County, Texas as may be designated from time to time by the Board of Directors.

2.4 General Powers and Duties. The Association was organized in accordance with the Texas Nonprofit Act, and shall operate for nonprofit purposes, now pursuant to the Texas Business Organizations Code 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 Association property as may be required or permitted by the Declarations, Bylaws, duly adopted rules, regulations and policies (collectively “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 or Texas State law. Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (A) To assure the upkeep, maintenance, improvement and administration of real or personal property owned by, leased to, used by or the responsibility of the Association;
- (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 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 affairs of the Association in accordance with the Governing Documents, as amended from time to time;

(D) To promote the health, safety and welfare of the Members in accordance with the Governing Documents, as amended from time to time;

(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, as amended from time to time or the laws of the State of Texas;

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

(1) To 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, administrative fees, and any further available remedies, up to and including extraordinary measures seeking relief through legal actions such as lien or, in extreme cases, foreclosure;

(2) To enforce all restrictions, covenants and affirmative obligations imposed pursuant to the terms of the Governing Documents, as amended from time to time and to adopt such policies as needed, including but not limited to, a fine policy to aid in the enforcement of the terms of the Governing Documents and to collect other amounts imposed on an Owner pursuant to the terms of the Governing Documents. This right of enforcement shall include the right, power and authority to (i) assess fines; (ii) file suit for damages or for injunction, mandatory or prohibitory, (iii) to exercise self-help right to cure or abate any violation, including entering onto the relevant Lot to do so without liability for trespass violation; and (iv) to compel compliance with the provisions of these Restated Bylaws and the Declarations through all legal remedies;

(3) To contract for and to pay for maintenance and improvement of the areas for which the Association is responsible as contemplated by the Governing Documents;

(4) To 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 arising under the Governing Documents, as amended from time to time, including the employment of accountants, attorneys and/or other professionals, as appropriate; and

(5) To 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 necessary, as determined by the Board of Directors, which are necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association, which shall include but not limited to, ACC or construction policies, procedures and regulations, and environmental policies.

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

ARTICLE III MEMBERSHIP, VOTING, QUORUM, PROXIES

3.1 Membership. Any person on becoming an Owner of a fee or undivided interest in any Lot shall automatically become a member of this Association and be subject to these Restated Bylaws, provided, however, that any person or entity holding an interest in any such Lot merely as security for the performance of an obligation, shall not be a Member. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Member's Lot during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner arising out of or in any way connected with such ownership and membership in the Association and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a Lot. Such membership card shall be void and surrendered to the Secretary of the Association whenever ownership of the Lot designated thereon shall terminate. It shall be the Owner's obligation to notify the Association of acquiring an ownership interest in a Lot and shall provide and maintain a current mailing address with the Association. All changes of address provided to the Association must be in writing. Any mortgagee or lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, 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 to the lien of the Association, the Lot shall remain liable for any and all outstanding Assessments owed to the Association. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

3.2 Voting Rights. The Association shall have one (1) class of membership. Class A Members shall be all those Owners as defined in this Article III, Section 3.1. Class A Members shall be entitled to one (1) vote for each Lot in which they have a fee interest. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

3.3 Quorum. The Members holding twenty percent (20%) of the total eligible votes of the membership of the Association, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise

provided by law, by the Articles of Incorporation or by these Restated Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote there at, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented, subject to the limitations of the Texas Property Code. In the absence of a quorum at a meeting of Members, if the meeting is rescheduled as permitted herein, the quorum shall remain at twenty percent (20%). If a quorum is not attained at the first rescheduled meeting and the meeting is rescheduled a second time, the quorum for the second rescheduled meeting shall be reduced to fifteen percent (15%) for that meeting only. Any subsequent meeting of the Members shall return to twenty percent (20%) and thereafter the procedure herein shall apply.

34 Method of Voting.

(A) All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote or votes at such meetings either in person or by proxy. Any vote cast in an election or vote by a Member must be in writing and signed by the Member. In an Association wide election, written and signed ballots are not required for uncontested races. Members may also vote by absentee ballot or if made available by the Association by electronic methods as described in Section 209.00592 of the Texas Property Code. Fractional votes and split votes will not be permitted. The decision of the Board of Directors as to the number of votes which any Member is entitled to cast, based upon the number of Lots owned by the Member shall be final.

(B) An electronic vote (i) given by e-mail, 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 ballot shall constitute a written and signed ballot.

(C) An absentee or electronic ballot (i) may be counted as an Owner present and voting 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 Owner attends the meeting to vote in person, so that any vote cast at a meeting by an Owner 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 was amended at the meeting to be different from the exact language on the absentee or electronic ballot, provided however this provision (iii) shall not apply for voting for the election of the Board of Directors.

(D) At any meeting of the Members, every Member having the right to vote may vote either in person, or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law. Each proxy shall be filed with the Secretary of the Association prior to or at the time of the meeting.

(E) At least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at said meeting, 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, shall be kept on file at the registered office of the Association and shall be subject to inspection by an eligible Member at any time during usual business hours, and shall also be made available at the Members' meetings.

35 Voting. Voting and counting of ballots shall be conducted by an election officer appointed by the Board of Directors and his or her assistants. The results of balloting shall be announced by the election officer before the close of the meeting at which the election takes place and the nominee(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 President or Vice-President shall announce only the names of the successful candidate(s) and shall not announce or post the vote totals of the respective candidates. The election officer shall thereafter certify, in writing, the results of the balloting, which results shall be countersigned by his or her assistants. Notwithstanding any other provision in the Governing Documents or the Texas Property Code, (i) a person who is a candidate in the Association's election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as herein stated; (ii) a person other than a person described above in this Section 3.5 (i) may tabulate votes in the Association election or vote but may not disclose to any other person how an individual voted; (iii) provided however, a person other than a person who tabulates votes under this Section 3.5 (ii), including a person described by this Section 3.5 (i), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

36 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.

ARTICLE IV ADMINISTRATION

4.1 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 Article II Section 2.4 herein and the Governing Documents. The Association acting by and through the Board of Directors shall do all such lawful acts and things as are not by statute or by the Articles of Incorporation 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 Business Organizations Code, the Declarations and these Restated Bylaws, which shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such is specifically required by law, the Declarations or these Restated Bylaws.

4.2 Committees. In addition to the committees provided for in the Declarations and these Restated Bylaws, the Board of Directors may by resolution designate one (1) or more committees, each of which shall consist of two (2) or more Members, which committee, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it or him by law.

4.3 Place of Meetings. Meetings of the Members shall be held at the time and place in Bexar County, Texas as determined by the Board of Directors, and stated in the notice of the meeting or in a waiver of notice. If no designation is made, or if a special meeting be otherwise called, the place of the meeting shall be the principal office of the Association.

4.4 Annual Meeting. There shall be a meeting of the Association on the fourth Tuesday of January of each year at 7:30 P.M., or such other reasonable time (not more than sixty (60) days before or after such date) and at such place as the Board of Directors may determine within Bexar County. At such meetings there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these Restated Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

4.5 Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by thirty percent (30%) of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

4.6 Notice of Meetings. Notice of the meeting, stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called shall be given in accordance with the requirements of the Texas Property Code to each Member entitled to vote at the meeting at least ten (10) but not more than sixty (60) days before the date of the meeting. The statutory notice shall be addressed to the Member at their address appearing on the books of the Association or given by them to the Association for the purpose of notice. Notice of adjourned meetings is not necessary unless the meeting is adjourned for thirty (30) days or more,

in which case notice of the adjourned meeting shall be given as in the case of any special meeting. The Association may provide an alternative method of notice as permitted by Texas Property Code Section 209.0042 by allowing the Member to opt to receive notice by email registration.

4.7 Whenever written notice to a Member of the Association is permitted or required hereunder, such shall be given by the mailing of 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 sent to the Member at the address so designated. If the Member has opted to receive notices by email, the Association shall use the last email address registered with the Association by the Member.

4.8 Organization.

(A) The President shall preside at all meetings of the Members. In his absence a Vice President shall preside. In the absence of all of these officers any Member or the duly appointed proxy of any Member may call the meeting to order and a chairman shall be elected from among the Members present.

(B) The Secretary of the Association shall act as secretary at all meetings of the Members. In his absence an assistant secretary shall so act and in the absence of all of these officers the presiding officer may appoint any person to act as Secretary of the meeting.

4.9 Action Without Meeting. Strictly subject to the limitations of the Texas Property Code, any action required by any provision of law or the Articles of Incorporation or these Restated Bylaws to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by a majority of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as an unanimous vote of the Members. The consent may be in more than one counterpart.

4.10 Telephone and Similar Meetings. Members, directors and committee members may participate in and hold a meeting by means of conference telephone 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. The order of business at all meetings of the Owners of Lots shall be as follows:

- (A) Roll Call
- (B) Proof of notice of meeting or waiver of notice
- (C) Reading of minutes of preceding meeting
- (D) Reports of officers

- (E) Reports of committees
- (F) Election of directors
- (G) Unfinished business
- (H) New business

4.12 Failure to Call Annual Meeting. If the Board of Directors fails to call an annual meeting of the Members, 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 committee's formation with the Bexar County Clerk for recordation in the Bexar 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 committee member; and (iii) the name of the Subdivision over which the Association has jurisdiction under the Declaration, the Articles of Incorporation or by these Restated Bylaws. The notice shall be signed and acknowledged by each committee member. Only one (1) committee within the subdivision area may operate at one (1) time. If more than one (1) committee files notice with the Bexar County Clerk, the first committee to file notice, provided all of the other requirements of this article are satisfied, has the power to act. A committee has four (4) months after the date the notice is filed with the Bexar County Clerk to conduct a successful election. The 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 committee. The committee may call a meeting of the Members for the sole purpose of electing directors.

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 2.4 of Article II herein and do all such lawful acts and things as are not by statute or by the Articles of Incorporation 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 Business Organizations Code, the Declarations and these Bylaws, which shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such is specifically required by law, the Declarations or these Bylaws.

5.2 Committees. In addition to the committees provided for in the Declarations and these Restated Bylaws, the Board of Directors may by resolution designate one (1) or more

committees, each of which shall consist of two (2) or more Members, which committee, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it or him by law.

5.3 Number and Qualifications. The Board of Directors shall be composed of from three (3) to nine (9) persons. The Board of Directors shall be initially composed of three (3) persons and such membership may be increased by amendment to these Restated Bylaws on vote of the membership or by vote of the Board of Directors.

5.4 Change in Number. The number of Directors may be increased or decreased from time to time by amendment to these Restated Bylaws but no decrease shall have the effect of shortening the term of any incumbent director and provided that the Board of Directors may never consist of less than three (3) nor more than nine (9) directors. 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 meeting of Directors called for that purpose.

5.5 Election and Term of Office. At the first annual meeting of the Association, the term of office of one (1) Director shall be fixed for three (3) years, the term of office of one (1) Director shall be fixed at two (2) years, and the term of office of one (1) Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. In the event the number of Directors shall be increased by amendment to the Bylaws, the additional positions created shall likewise be classified to provide for staggered terms. Should a Director cease being a Member during the term of office, the term shall end simultaneously with the termination of Membership. There shall be no other requirement that restricts a Member's right to run for a position on the Board of Directors. If a Lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Member is eligible to serve as a Director and is deemed to be a Member for the purposes of this Section 5.5. If the relationship between the entity Member and the Director representing it terminates, that Directorship will be deemed vacant. Members of the Board of Directors are not subject to term limits.

5.6 Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so appointed shall be a Director until the expiration of the term for which he was appointed.

5.7 Removal of Directors. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by vote of more than fifty percent (50%) of the eligible votes of the Association, and a successor may then and [there be](#) elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.8 Election of Directors. Directors shall be elected by majority vote of the Members present in person or by proxy at a meeting with a quorum of Members present. Cumulative voting

shall not be permitted. The election to the Board of Directors shall be by written ballot signed by the Member or Member's proxy unless the vote is for an uncontested race for Director. Members or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declarations. The election officer shall prepare, or cause to be prepared, a written ballot listing in random order the names of the nominees for election. The Board of Directors shall be permitted to adopt such rules and procedures for the use of proxies and their verification prior to the date of the meeting held for the purpose of election of Directors.

5.9 Appointment of Election Officer. The Board of Directors shall, by resolution, designate one (1) of its Members, not standing for re-election to the Board of Directors to serve as election officer for the election of the Board of Directors. The election officer shall receive written nominations as provided herein and shall administer the annual election or special called meeting. The election officer shall appoint, in writing, such assistants as are in his or her judgment required to conduct the election. Such assistants shall not be paid for their services, nor be Members of the Board of Directors, nor candidates for election thereto. A person who is a candidate for election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, 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 Sect. 209.00594, as amended.

5.10 Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of the election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected; and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

5.11 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors; but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting,

5.12 Special Meetings. Special meetings of the Board of Directors' may be called by the President on three (3) days' notice to each Director, given personally, or by mail, telephone or telegraph, which notice shall state time, place (as hereinabove provided) and purpose of the meeting,

5.13 Notice of Board of Directors Meeting. Members shall be provided notice of the date, hour, place, matters to potentially be deliberated in executive session, and the general subject of a regular or special Board of Directors meeting. Notice shall be provided in one (1) of the following manners:

- (A) Mailed to each Member not later than the tenth (10th) calendar day or earlier than the sixtieth (60th) calendar day before the date of the meeting; or
- (B) Provide at least seventy-two (72) hours prior to the start of the meeting by:
 - (1) Posting notice in a conspicuous manner reasonably designed to

provide notice to the Association, which includes posting notice in a conspicuous public location, if not prohibited by law, posting notice on conspicuously located Member's Property with that Member's consent, or posting notice on an Internet website maintained by the Association; and

(2) E-mailing notice to each Member who has a registered e-mail address with the Association. It is the duty of a Member to provide the Association with an updated e-mail address.

5.14 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 conspicuous public location, if not prohibited by law, posting notice on conspicuously located on a Member's Property with that Member's consent, or posting notice on an Internet website maintained by the Association.

5.15 Open Meetings. Regular and special meetings of the Board of Directors are open to 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.

(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 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 non-members, including lessees, representatives, proxies, agents, and attorneys of Members.

(E) 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 Compensation. The Board of Directors shall receive no compensation for serving other than, a Director may be reimbursed for any reasonable, actual expenses incurred by the Director on behalf of the Association.

5.17 Procedure. The President, or in his absence, the Vice-President shall preside at meetings of the Board of Directors. The Secretary of the Association, or in his absence, any person appointed by the presiding officer, shall act as Secretary of the Board of Directors and keep regular minutes of the proceedings. The minutes shall be placed in the minute books of the Association.

5.18 Action without Meeting or Notice. The Board of Directors shall be permitted to take action without a formal meeting with notice as follows:

(A) Subject to the limitations of the Texas Property Code, any action required or permitted to be taken without a meeting 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 minute 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, without prior notice to the Members. The Board of Directors may consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board of Directors action. The Board of Directors may take action either pursuant to a verbal vote, 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 immediately subsequent regular or special Board of Directors meeting. The Board of Directors may not, without prior notice to the Members consider or vote on any of the following matters:

- (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 assessments;
- (6) Levying of special assessments;
- (7) Appeals from a denial of Architectural Control Committee approval;
or
- (8) 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.

5.19 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 his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the

Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

5.20 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Directors, no notice shall be required and any business may be transacted at such meeting.

5.21 Board of Directors' Quorum. A Director may vote by proxy and any person present at a meeting of the Directors holding such a valid proxy shall be considered to be a present Director. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business; and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such reconvention of an adjourned meeting, any business which might have been transacted at the meeting subject to the requirement of a quorum being present, as originally called may be transacted without further notice.

5.22 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

5.23 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 5.23 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 OFFICERS

6.1 Designation. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. 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.

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

6.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

6.5 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 and exercise the powers of the President. The Vice President 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.

6.6 Secretary. The Secretary shall keep minutes of all meetings of the Board of Directors and minutes of all meetings of the Association; he or she shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the number or other appropriate designation of the Lot(s) owned by such Member. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII INDEMNIFICATION OF OFFICERS AND MANAGERS

7.1 Definitions. In this Article VII the following terms shall have the designated meaning:

(A) Indemnitee means (i) any present or former director, advisory director or officer 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 named 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 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 (i) when used with respect to a Director, the office of Director of the Association, and (ii) when used with respect to a person other than a Director, 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, and any inquiry or investigation that could lead to such an action, suit or proceeding.

7.2 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 he was, is or is threatened to be named a defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 7.1 (A), if it is determined in accordance with Section 7.4 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; provided, however, that in the event that 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 (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 7.2, no indemnification shall be made under this Section 7.2 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 him, 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 7.2. 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.

7.3 Successful Defense. Without limitation of Section 7.2 and in addition to the indemnification provided for in Section 7.2, 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 7.1 (A), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

7.4 Determinations. Any indemnification under Section 7.2 (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 he has met the applicable standard of conduct. Such determination shall be made (i) by 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; (ii) if such a quorum cannot be obtained, then by a majority vote of all Directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such 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)

by 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 7.4 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) by 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 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 7.4 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.

7.5 Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or who was 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 7.4, after receipt by the Association of (i) a written affirmation by such Indemnitee of Indemnitee's good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article VI 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 VII. 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 VII, 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.

7.6 Other Indemnification and Insurance. The indemnification provided by this Article VII 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.

7.7 Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article VII 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.

7.8 Construction. The indemnification provided by this Article VII shall be subject to all valid and applicable laws, including, without limitation, Chapter 8, Subchapter C of the Texas Business Organizations Code, and, in the event this Article VII 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 VII shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

7.9 Continuing Offer, Reliance, etc. The provisions of this Article VII, (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 VII in becoming, and serving in any of the capacities referred to in Section 7.1 (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 VII in accordance with their terms by any act or failure to act on the part of the Association.

7.10 Effect of Amendment. No amendment, modification or repeal of this Article VII 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 VII 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 VIII OBLIGATIONS OF OWNER

8.1 Assessments. All Owners shall be obligated to pay to the Association:

(A) Annual assessments or charges; and

(B) Special assessments for capital improvements, to cover over budget or unbudgeted expenditures or to cover extraordinary expenses, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which such interest thereon and cost of collection thereof shall also be the personal obligation of the person who was the owner of such Lot at the time the obligation accrued.

(C) Specific Assessments.

(D) Reserve Fund Assessments.

Each of the above Assessments shall be secured by the lien established by the Declarations.

8.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of administrative expenses of the Association, enforcement of the Governing Documents and for promoting the recreation, health, safety, and welfare of the Members, and such other actions determined by the Board to be in the best interest and benefit of the Members.

8.3 Basis and Maximum of Annual Assessments. The annual assessment for improved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the

year for which the assessment is being made. From and after January 1, 1993, the maximum annual assessment for improved Lots and the maximum annual assessment for unimproved Lots may be increased as provided in Section 8.7. A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit thereon is completed and closing of a sale thereof has taken place, or when the Living Unit is occupied by the Owner, whichever first occurs. All other Lots shall be "unimproved Lots."

8.4 Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the annual assessments provided for in Paragraph 8.3, the Association may levy, in any assessment year, a special assessment on improved Lots only applicable to that year, to cover over budget or unbudgeted expenditures or to cover extraordinary expenses, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the improved Lot owners voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

8.5 Payment of Specific Assessments. The Residential Association may levy an Assessment against an individual Member in violation of any of the Governing Documents. Unless otherwise stated herein, any such Specific Assessment shall be due and payable thirty (30) days after the date of the invoice delivered to the Member containing the Specific Assessment. The Specific Assessment is secured by a continuing lien as set forth in Section 8.1 herein.

8.6 Reserve Fund Assessments.

(A) Upon the sale of a Lot by an Owner, a Reserve Fund Assessment shall be charged to the Buyer in the amount of Two Hundred and No/100 Dollars (\$200.00). Such Reserve Fund Assessment shall be paid simultaneously with the transfer of the Lot. All Reserve Fund Assessments shall be maintained in a segregated reserve fund account for the purposes set forth herein.

(B) The Reserve Fund Assessment account shall be maintained and made available for non-recurring maintenance or for acquisition, construction, reconstruction, repair or replacement of any capital improvements or Common Facilities, including fixtures and personal property related thereto; to cover over budget or unbudgeted expenditures or to cover extraordinary expenses, or for any other use consistent with the provisions of the Declarations. The Reserve Fund Assessment is secured by a continuing lien as set forth in Section 8.1 herein.

8.7 Change in Basis and Maximum of Annual Assessments. For all annual assessments accruing after January 1, 1994, the maximum annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of the previous year without a vote of the membership. Any increase in the maximum annual assessment of more than ten percent (10%) above that of the previous year shall require approval of two-thirds (2/3) vote of the Members voting at a meeting duly called for such purpose.

8.8 Quorum for Actions Authorized Under Sections 8.3 and 8.4. The quorum required for any action by Members authorized by Sections 8.3 and 8.4 hereof shall require the presence at the meeting of twenty-nine (29) or more Members, or of proxies, entitled to vote shall constitute a

quorum. Voting is based on one (1) vote per Lot.

8.9 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on such date as may be determined by the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected yearly in advance or as determined by the Association. The amount of the annual assessment which may be levied on a Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve (12). When a Lot becomes an improved Lot after the annual assessment for it as an unimproved Lot has been paid, there shall be payable, as of the first (1st) day of the month following the month when it becomes an improved Lot, a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots prorated over the balance of the year then remaining. The due date of any special assessment under Section 8.4 hereof shall be fixed in the resolution authorizing such assessment.

8.10 Duties of the Board of Directors. Not later than December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8.11 Effect of Non-Payment of Assessments; Liens; Remedies of the Association. If the assessments, whether annual, special, specific, capital reserve or fines, are not paid on the date when due (being the dates specified in Section 8.7 hereof) then such assessment shall become delinquent and, together with interest thereon (as herein provided) and cost of collection, including reasonable attorney's fees, shall be secured by the lien on the property as established by the Declarations which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns. All past due and unpaid assessments shall bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid. The Association shall be entitled to record a Notice of Lien or notice of unpaid assessment in the real property records for any assessment remaining unpaid more than thirty (30) days after the due date thereof. The Association shall be entitled to collect from each Owner the costs and expenses of the Association for the collection of any past due assessments or charges, including a reasonable fee for the preparation, recordation or release of any notice, and reasonable attorney's fees incurred in the collection of the account or incurred in connection with the enforcement of the Declaration or any rules, regulations or policies. If the assessment is not paid within one (1) month after the due date, the Association may bring an action at law against the Owner to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment all reasonable expenses of collection including reasonable attorney's fees and costs of suit. The Association may elect to bring an action of Expedited Foreclosure pursuant to the Texas Property Code.

8.12 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any valid purchase money or construction mortgage now or

hereafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or a conveyance expressly made in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment nor shall this subordination relieve any purchaser of a Lot which has not been the subject of foreclosure or conveyance in lieu of foreclosure from liability for assessments arising prior acceptance of a deed to such Lot.

8.13 Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

8.14 General.

(A) Each Owner shall comply strictly with the provisions of the Declarations for Country View Village Subdivision. All Owners shall promptly and completely comply with each of the Governing Documents.

(1) Association, ACC, or Construction Policies.

(i) ACC or construction policies used by the ACC, in conjunction with the Restrictive Covenants, will be developed and maintained by the Board of Directors. All proposed ACC or construction policies will be considered by the Board of Directors in open meeting, and if approved by majority vote, will be communicated to the Owners in accordance with notice provisions contained in the Texas Property Code, for a sixty (60) day comment period. At the conclusion of the 60 day comment period, the Board of Directors, in open meeting will reconsider the proposed policy and hear all Owner comments on the proposed policy. If approved by majority vote of the Board, the policy will be implemented no earlier than thirty (30) days after the date of approval.

(ii) Any ACC or construction policy adopted by the Association in accordance with 8.14(A)(1)(i) above will not be enforceable on the existing structure or improvements of an Owner's property; however, any maintenance, replacement, or update of the existing structure or improvement after the adoption date of the policy will require the Owner to fully comply with the policy.

(iii) Any modification or revocation of an existing ACC or construction policy will be considered by the Board of Directors in the same manner as 8.14(A)(1)(i) above.

(2) Other Association Policies (Non ACC or Construction Policies). Association policies not used by the ACC in 8.14(A)(1)(i) above will be developed and maintained by the Board of Directors. All proposed new policies, or modification or revocation to an existing policy, will be considered by the Board of Directors in open meeting, and if approved by majority vote, will be communicated to the Owners in accordance with notice provisions contained in the Texas Property Code, for a thirty (30) day comment period. At the conclusion of the 30 day comment period, the Board of Directors, in open meeting will reconsider the proposed policy and hear all Owner comments on the proposed policy. If approved by majority vote

of the Board, the policy will be implemented and enforceable from date of approval.

(B) Each Owner may use the Common Facilities, if any, and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

(C) The Common Facilities, if any, are intended for the benefit of the Members, for the beautification of the development, and for providing privacy to the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Facilities, if any, shall be obstructed so as to interfere with its use for the purposes hereinabove recited nor appropriated for individual use to the exclusion of other Members, nor shall any part of the Common Facilities be used for general storage purposes after the completion of the construction on Lots by the developer, except for a maintenance storage room, nor anything done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

(D) No resident of the Properties shall post any advertisements, signs, or posters, of any kind on the Properties except as authorized by the Association.

ARTICLE IX NONPROFIT

9.1 Not for Profit. This Association is not organized for profit. No Member, Director, or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors; provided, however, always: (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE X GENERAL PROVISIONS

101 Amendment. These Restated Bylaws may be amended at a regular or special meeting of the Members by vote of a majority of a quorum of the Members present in person or acting by proxy.

102 Conflict. In the event of any conflict between the terms of the Articles of Incorporation of the Association ("Articles") and these Restated Bylaws, the terms of the Articles shall govern and control. In the event of conflict between the provisions of any Declaration of Restrictive Covenants and Conditions for property subject to the jurisdiction of the Association ("Declaration") and these Restated Bylaws, the provisions of the Declaration shall govern and control.

ARTICLE XI EXECUTION

11.1 Execution. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association, either or both of whom may sign, with or without the affixing of the Association's seal.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Restated Bylaws were duly approved and adopted by a majority of a quorum of Members at a special called meeting of Members of Country View Village Homeowners Association, Inc. on the 20th day of February, 2018, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Restated Bylaws constitute a dedicatory instrument under Tex. Prop. Code §202.006 which applies to the operation of Country View Village Subdivision, a subdivision located in Bexar County, Texas, as hereinabove described, including all annexations thereto .

Signed this 20th day of February, 2018.

**COUNTRY VIEW VILLAGE HOMEOWNERS
OWNERS ASSOCIATION, INC.**

// S //

By: _____
Name: _____
Its: _____