

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006**  
**OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

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

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

Asset Property Management, a division of AAM Community Management, LLC is the Managing Agent of The Gardens at Greystone Homeowners' Association, Inc. (the "Association"). Association Property Management is the custodian of the records for the Association, and 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 *Section 202.001 of the Texas Property Code*. The Association's jurisdiction includes, but may not be limited to, the property subject to:

The Declaration of Covenants, Conditions and Restrictions, for The Gardens at Greystone, Residential Subdivision, a Planned Unit Development, recorded on November 29, 2007 in Book 13238, Page 2228 of the Official Public Records of Bexar County, Texas; as amended by that First Amendment to Declaration Covenants, Conditions and Restrictions recorded on July 1, 2013 in Book 16225, Page 97 and on November 4, 2013 in Book 16418, Page 1567 of the Official Public Records of Bexar County, Texas; further amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions, recorded on November 4, 2013 in Book 16418, Page 1670 of the Official Public Records of Bexar County, Texas.

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:

*Articles of Incorporation of  
The Gardens at Greystone Homeowners' Association, Inc.*

*Bylaws of  
The Gardens at Greystone Homeowners' Association, Inc.*


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:

The Gardens at Greystone Homeowners' Association, Inc.  
c/o Asset Property Management  
A Division of AAM, LLC – Associated Asset Management  
8200 Perrin Beitel, Suite 128  
San Antonio, TX 78218  
Phone: 210-342-1181  
Fax: 210-349-4477  
[jdixon@AssociatedAsset.com](mailto:jdixon@AssociatedAsset.com)

SIGNED on this the 5<sup>th</sup> day of January, 2017.

THE GARDENS AT GREYSTONE HOMEOWNERS' ASSOCIATION, INC.

By: ASSET PROPERTY MANAGEMENT,  
A Division of AAM Community Management, LLC



By:   
JEFF DIXON, VP of Texas Operations of Asset  
Property Management, a Division of AAM, LLC –  
Associated Asset Management.  
Managing Agent

**VERIFICATION**

THE STATE OF TEXAS           §  
  §  
  §  
COUNTY OF BEXAR           §

BEFORE ME, the undersigned authority, on this day personally appeared JEFF DIXON, VP of Texas Operations of Asset Property Management, a Division of AAM, LLC – Associated Asset Management, Managing Agent of The Gardens at Greystone Homeowners' Association, 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 5<sup>th</sup> day of January, 2017.

  
NOTARY PUBLIC, STATE OF TEXAS  
 NANCY OVERLAND  
Notary Public  
State of Texas  
Comm. Exp. 04-25-2018

After Recording, Return To:  
Michael B. Thurman  
Thurman & Phillips, P.C.  
4093 DeZavala Road  
Shavano Park, Texas 78249

**ARTICLES OF INCORPORATION  
OF  
THE GARDENS AT GREYSTONE HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, being natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of the corporation under the Texas Non-Profit Corporation Act (the "Act"), hereby adopt the following Articles of Incorporation for such corporation. All terms as used herein, such as (but in no way of limitation) "Land", "Owners", "Lot", "Members", "Areas of Common Responsibility", "Declarant" "Addition" and "Assessments" shall have the same meaning as set forth in the Declaration (as hereinafter defined) unless otherwise specified and defined herein.

**ARTICLE ONE**

The name of the corporation is THE GARDENS AT GREYSTONE HOMEOWNER'S ASSOCIATION, INC., (hereinafter referred to as the "Association")

**ARTICLE TWO**

The Association is a non-profit corporation.

**ARTICLE THREE**

The period of its duration shall be perpetual.

**ARTICLE FOUR**

The Association is organized pursuant to the Act and does not contemplate pecuniary gain or profit the members thereof and is organized for non-profit purposes. The purposes for which the Association is formed are to provide for the maintenance, preservation and management of the land located in The Gardens at Greystone, Planned Unit Development, City of San Antonio, (the "City"), Bexar County (the "County"), Texas, as more fully described in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") filed of record in the Real Property of Records of the County, and any and all other property which is accepted from time to time by the Association for similar purposes, and to promote the health and welfare of the residents within the land and any and all property which is accepted by the Association for similar purposes. Without limiting the foregoing, the purposes of the Association shall include, without limitation, the following:

a) The Association may exercise all of the powers and privileges and perform all of the duties and obligations of the Association, including cooperation with other homeowners associations organized for the same or similar purposes in other subdivisions, as set forth in the Declaration, as same may be amended from time to time, the Declaration being incorporated herein by reference as set forth at length herein.

b) The Association may (i) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and/or Bylaws (ii) as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the land of the Association, (iii) make disbursements, expenditures and payments on behalf of the said land owners as required by the Declaration and the Bylaws of the Association, and (iv) hold as agent for said land owners reserves for periodic repairs, maintenance and capital improvements to be made as directed by the land owners acting through the Board (as herein defined).

c) The Association may acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association subject to the limitations, if any, set forth in the Declaration.

d) The Association may borrow money, and with the required assent of voting Members as set forth in the Declaration, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations, if any, set forth in the Declaration.

e) The Association may provide management, upkeep, maintenance, repair, care of and general sanitation of cleanliness of the Areas of Common Responsibility as provided in the Declaration.

f) The Association may incur or assume obligations and duties to the City or any other governmental authority, regarding the development, operation and maintenance of the Areas of Common Responsibility and improvements within the Areas of Common Responsibility.

g) The Association may enter into, incur or assume obligations and duties under escrow agreements or other escrow arrangements with the City or other governmental authorities, to provide or escrow fund to pay for the operation, maintenance and repair of the Areas of Common Responsibility and any improvement owned by the Association.

h) The Association may enter into and perform any contract and 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 Declaration.

i) The Association may dedicate, sell or transfer all or any part of the Areas of Common Responsibility to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the Members, provided however, that no such dedication, sale or transfer shall be effective unless an instrument has been recorded after it has been signed by the requisite number of voting Members agreeing to such dedication, sale or transfer as provided in the Declaration.

j) The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Areas of Common Responsibility, provided that any such merger, consolidation or annexation shall have the assent of the Owners representing the requisite number of votes of voting Members as provided in the Declaration.

k) The Association may have and exercise any and all powers, rights and privileges a corporation organized under the Act may now or hereafter exercise, including any other powers, rights or privileges described in the Declaration.

The foregoing enumeration of specific purposes shall not be held to limit or restrict on any manner the powers of this Association conferred by the laws of the State of Texas and shall be understood to be in furtherance of, and in addition to, such general powers conferred on non-profit corporations under the provisions of the Texas Non-Profit Corporation Act.

#### **ARTICLE FIVE**

Every record owner of a fee or undivided fee interest in any Lot included in the Declaration shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of a Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association. The foregoing is not intended to include persons or entities holding an interest in a lot merely as security for the performance of an obligation. Transfer of ownership either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to the assessments which have accrued prior to such transfer.

#### **ARTICLE SIX**

The Association shall have two (2) classes of voting membership

a) Class A Members shall be all Owners of Lots (other than Class B Members) and shall be entitled to one (1) vote for each Lot Owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

b) Class B Member(s) shall be Declarant, and other parties as set for the in the Declaration, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership on the date and in the manner set forth in the Declaration.

At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, The Board of Directors shall determine the total number of votes outstanding and entitled to vote by the Members.

#### **ARTICLE SEVEN**

The street address of its initial registered office of the Association is 21252 Gathering Oak, Suite 200, San Antonio, Texas 78260, and the name of its initial registered agent at such address is Darleen Starkey.

#### **ARTICLE EIGHT**

Subject to the terms of the Declaration. The Members of the Association shall elect the Board of Directors of the Association (the "Board"), and the Board shall, by majority rule,

conduct all of the business of the Association, except when membership votes are required pursuant to the Declaration, the Articles of Incorporation, or the Bylaws of the Association. The number of Directors constituting the initial Board is three (3), and the names and addresses of the persons who are to serve as the initial members of the Board are:

<b>NAME</b>	<b>ADDRESS</b>
John McNair, President	21252 Gathering Oak, Suite 200 San Antonio, Texas 78260
Darleen Starkey, Treasurer & Secretary	21252 Gathering Oak, Suite 200 San Antonio, Texas 78260
Karol Gevanthor, Vice-President	21252 Gathering Oak, Suite 200 San Antonio, Texas 78260

The Board may make whatever rules and bylaws it deems desirable to govern the Association and its Members; provided however, any conflict between such bylaws and the provisions hereof shall be controlled by the provisions of the Declaration.

## **ARTICLE NINE**

No Director of the Association shall be personally liable to the Association for monetary damages for any act or omission in the Director's capacity as a Director, except that the Article does not eliminate or limit the liability of a Director for (1) breach of a Director's duty of loyalty to the Association, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a Director received and improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office or (4) an act or omission for which the liability of a Director is expressly provided for by statute. Neither the amendment nor repeal of this Article shall eliminate or reduce the effect of the Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise prior to such amendment or repeal. If the Act or the Texas Miscellaneous Corporation Laws Act (the "TNC Act") is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then permitted by the act or the TMC Act, as so amended from time to time. Without limiting the foregoing, the following shall apply:

a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the TMC Act, then such persons named above shall be indemnified to the full extent permitted by Article 1396-2.22A of the TMC Act as it may exist from time to time.

b) In case of the threatened or pending suit, action or proceeding (whether civil, criminal, administrative or investigative) against a person named in paragraph (a) above, by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or

settlement of the suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

- i. acted in good faith in the transaction which is the subject of the suit; and
- ii. reasonably believed:
  - A. if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and
  - B. in all other cases, that his or her conduct was not opposed to the best interest of the Association; and
- iii. in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, for itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

d) A determination that the standard in paragraph (c) above has been satisfied must be made:

- i. by a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the proceeding; or
- ii. if such quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the manner by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or
- iii. by special legal counsel selected by the Board or a committee of the Board by vote as set forth in subparagraphs (i) and (ii) above, or, if such quorum cannot be obtained and such committee cannot be established, by a majority vote of all Directors.

e) Determination as to reasonableness of expenses must 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 by subparagraph (d) (iii) above for the selection of special legal counsel.

f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorney's fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for the indemnification under (c), and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make payment.

g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any rights to which a person may be entitled to by law, bylaws, agreement, vote of Members or disinterested Directors, or otherwise.

h) The indemnification and advance payment provided by paragraphs (a) through (f) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such a person's heirs, executors and administrators.

i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have power to indemnify such person against such liability under paragraphs (a) through (f) above.

j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the Members of the Association in the next notice or waiver of notice of the annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.

## ARTICLE TEN

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of voting Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be conveyed to either (a) another non-profit Texas corporation, association, trust or other organization devoted to purposes similar to those of the



Association, or (b) an appropriate governmental agency to be used for purposes similar to those of which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### **ARTICLE ELEVEN**

Amendment of these Articles shall require the assent of the requisite number of votes of the voting Members as set forth in the Declaration.


#### **ARTICLE TWELVE**

As long as there is a Class B Membership, the prior approval of the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and/or the U.S. Department of Housing and Urban Development ("HUD") (if FHA or VA has approved the Lots located in the Addition and is insuring mortgages of buyers of homes located in the Addition) shall be required for (a) annexation of additional properties under the Declaration, (b) mergers and consolidations of the Association, (c) mortgaging of the Areas of Common Responsibility, (d) dedication of the Areas of Common Responsibility to any governmental authority, (e) dissolution of the Association, or (f) amendment of these Articles if such amendments affects or alters any provisions of the Declaration directly governed or regulated by the FHA or VA.

#### **ARTICLE THIRTEEN**

The address of the incorporator, John M. McNair is set forth in Article Eight herein above.

EXECUTED this 25th day of November 2009

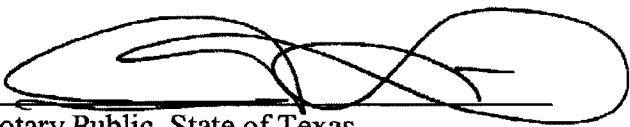
  
\_\_\_\_\_  
**JOHN M. MCNAIR**  
Incorporator

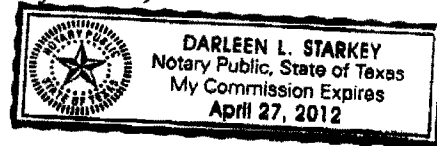
STATE OF TEXAS

COUNTY OF BEXAR

Before me, a notary public, on this day personally appeared JOHN M. MCNAIR known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn declared that the statement therein contained are true and correct.

Given under my hand and seal of office this 25th day of November 2009

  
\_\_\_\_\_  
Notary Public, State of Texas



**BYLAWS**  
**OF**  
**THE GARDENS AT GREYSTONE HOMEOWNERS' ASSOCIATION, INC.**

**SECTION 1**  
**NAME AND LOCATION**

**Section 1.1**     **Name**

The name of the corporation is THE GARDENS AT GREYSTONE HOMEOWNER'S ASSOCIATION, INC., (hereinafter referred to as the "Association").

**Section 1.2**     **Location**

The principal office of the corporation shall be located at 21252 Gathering Oak, Suite 200, San Antonio, Texas 78258, or such other location within Bexar County, Texas, as the Board may from time to time designate.

**SECTION II**  
**DEFINITIONS**

**Section 2.1**     **Articles**

"Articles" shall mean and refer to the Articles of Incorporation of the Association.

**Section 2.2**     **Association**

"Association" shall mean and refer to THE GARDENS AT GREYSTONE HOMEOWNERS' ASSOCIATION, INC.

**Section 2.3**     **Board**

"Board" shall mean and refer to the Board of Directors of the Association.

**Section 2.4**     **Common Area**

"Common Area" shall mean and refer to all real property and improvements thereon owned by the Association for the common use and enjoyment of the members.

**Section 2.5**     **Declaration**

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to THE RESERVE AT DEERFIELD subdivision as recorded at Volume 13238, Page 2228, Deed and Plat Records of Bexar County, Texas, and as same are amended or extended from time to time.

**Section 2.6**     **THE GARDENS AT GREYSTONE**

"THE GARDENS AT GREYSTONE" shall refer to that area which in the aggregate comprises the Properties as defined herein.

**Section 2.7**     **Lot**

"Lot" shall mean and refer to any parcel of land shown upon the recorded subdivision maps or plats of the properties with the exception of the common area.

**Section 2.8 Member**

“Member” shall mean and refer to every record owner, whether one or more persons or entities, of fee simple title in any lot which is subject by covenants of record to assessment by the Association and shall include contract sellers by shall not include persons or entities holding an interest merely as security for the performance of an obligation.

**Section 2.9 Properties**

“Properties” shall mean and refer to that certain property described in Declaration and any amendment or extension thereof.

**SECTION III  
MEETINGS OF MEMBERS**

**Section 3.1 Place of Meetings**

Meetings of the members shall be held at 21252 Gathering Oak, Suite 200, San Antonio, Texas 78258, or such other location within Bexar County, Texas, as may be designated by the Board in the notice of the meeting.

**Section 3.2 Annual Meeting**

The first annual meeting of the members for the election of Directors and for the transaction of such business as may properly come before the meeting shall be held on or before November 15, 2009. In each year after 2009, annual meetings shall be held on the date specified by the Board of Directors in the notice of such meeting.

**Section 3.3 Special Meeting**

Special meetings of the members may be called at any time by the Chairman of the Board, or upon a petition signed by thirty percent (30%) of the members who would be entitled to cast a vote or votes at such meetings.

**Section 3.4 Notice of Meeting**

Unless effected as otherwise provided herein or in the Declaration, written or printed notice of each meeting of the members shall be given by or at the direction of the Secretary/Treasurer or other person authorized to call such meeting by mailing postage prepaid to each member entitled to vote thereat, a copy of such notice shall be addressed to the member at his or her address as it appears on the records of the Association as at the time of mailing and shall specify the place, date and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

**Section 3.5 Quorum**

3.5 (1) Members holding one-tenth (1/10) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum except as otherwise provided herein, in the Articles or in the Declaration.

3.5 (2) In the event such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum aforesaid shall be present or represented.

**Section 3.6**      **Proxies**

A member may vote in person or by proxy executed in writing by the member or by his or her duly authorized attorney-in-fact. The Board shall be authorized to designate the form of proxy to be used. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable at any time by its maker.

**Section 3.7**      **Rules of Procedure**

Meetings of the members shall be conducted in accordance with the rules and procedures outlined in The ABC's of Parliamentary Procedure, published by the Community Association Institute.

**SECTION IV**  
**VOTING**

**Section 4.1**      **Voting**

Each member shall cast his or her vote as provided for in Article 6 of the Declaration.

**Section 4.2**      **Cumulative Voting**

Cumulative voting shall not be permitted.

**Section 4.3**      **Majority Vote**

The vote of the majority of the votes entitled to be cast by the members present in person or by proxy, at a meeting for which a quorum has been obtained shall be necessary for the adoption of any matter by the members, unless a greater proportion is otherwise required by the Articles or the Declaration.

**SECTION V**  
**DIRECTORS**

**Section 5.1**      **Number of Directors**

The affairs of the Association shall be governed by a Board of Directors which shall consist of not less than three (3) but not more than five (5) persons. In the event the number of Directors is changed by amendment to these Bylaws, no such change shall have the effect of removing any director prior to the expiration of his or her term of office.

**Section 5.2**      **Election**

Members of the Board of Directors shall be elected at large by all members of the Association.

**Section 5.3**      **Qualifications of Directors**

A Director shall be a member of the Association in good standing at the time of nomination. This section shall not apply to incumbent directors at the time of adoption hereof who may stand for election for successive consecutive terms of office.

**Section 5.4      Nomination**

5.4 (1) Nomination for election to the Board shall be made in writing on the form approved and provided by the Board for nominations. Nominations shall include the written undertaking of the nominee to serve if elected. Written nominations shall be accepted until 12 noon on the third Thursday of the month by the election officer designated by the Board and no written nomination shall be accepted thereafter.

5.4 (2) The election officer shall check all nominations and shall disqualify from election any nominee not qualified for election or improperly nominated. In the event a nominee is disqualified by the election officer, he or she shall be immediately notified in person, by telephone or in writing of such disqualification and shall be entitled to remedy such disqualification within twenty-four (24) hours of such notification, in which case his or her nomination shall be accepted notwithstanding the initial disqualification. The decision of the election officer regarding disqualification shall be final.

5.4 (3) Notice of election shall be included with the notice of the annual meeting and nominees shall be invited to provide by a specific deadline a brief biographical information not exceeding 250 words in length to be distributed with such notice. Biographical information not submitted by the deadline established shall not be distributed.

**Section 5.5      Direction of Election**

The Board shall, by resolution, designate one of its members not standing for re-election to the Board to serve as election officer for the annual election. The election officer shall receive written nominations as provided herein and shall administer the annual election. The election officer shall appoint in writing such assistants as are in his or her judgment required to conduct the election but in no case shall less than two (2) assistants be designated and who shall not be paid for their services nor be members of the Board of Directors or a candidate for election thereto.

**Section 5.6      Voting**

5.6 (1) Unless another form of voting is adopted at the annual meeting, election to the Board shall be by secret written ballot. The election officer shall prepare or cause to be prepared a written ballot listing in random order the names of the nominees for election, which ballot shall also provide write-in space for the names of candidates nominated from the floor at the annual meeting.

5.6 (2) The election of new members to the Board shall be the first order of business following the adoption of the agenda at the annual meeting. Voting shall remain open for thirty (30) minutes provided, however, that members present and waiting to vote at the end of the voting period aforesaid shall be afforded the opportunity to do so notwithstanding the aforesaid.

5.6 (3) Voting and the counting of ballots cast shall be conducted by the election officer and his or her assistants. The results of balloting shall be announced by the election officer before the close of the annual meeting and the nominee(s) receiving the highest number of votes shall be declared by the Chairman of the Board to have been elected. The Chairman of the Board shall announce on the name(s) 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.

**Section 5.7      Staggered Terms**

No more than three (3) Directors shall be elected to the Board during any one year.

**Section 5.8      Term of Office**

Unless otherwise provided herein, each Director shall be elected for a term of three (3) years.

**Section 5.9      Removal of Board Members**

5.9 (1) **By Members**: A Director may be removed from the Board by the vote of a majority of a quorum of members entitled to vote at a meeting of the members.

5.9 (2) **By Impeachment**: A Director may be removed from the Board by impeachment by the Board for conduct unbecoming a member of the Board or other good cause.

(a) Impeachment of a Director shall be commenced by resolution of the Board adopted at any meeting of the Board. Upon adoption of a resolution to consider impeachment, the Board shall at its next regular meeting consider the matter. The Chairman shall appoint one member of the Board to present the case for impeachment and afford the Director whom it is proposed be impeached the opportunity to speak in response at such meeting. Following presentation of the case for impeachment and response thereto, the Board may by resolution adopted by a majority in favor impeach such Director. In the event such resolution is so adopted, impeachment shall be reconsidered by the Board at its next regular meeting and may by resolution be confirmed by a majority in favor of confirmation of impeachment, which confirmation shall operate to forthwith remove such Director from and vacate his or her office.

5.9 (3) **By Declaration of Vacancy**: In the event a Director shall be absent from three consecutive meetings of the Board, the Board may by resolution declare his or her office to be vacant, and in such case such Director shall be deemed to have resigned from the Board as of the adoption of such resolution. A meeting which has been rescheduled shall not be considered to be a meeting of the Board for the purposes of this section only.

A director shall be deemed to have resigned when he or she ceases to be a member in good standing. The provisions of this section shall not apply to any incumbent director at the time of adoption hereof or during any successive consecutive term of office of such director.

A vacancy on the Board shall exist on the death, resignation, or removal of any Director, in the event of a declaration of vacancy by the Board, or if the members fail at any annual or special meeting of members at which any Director or Directors are to be elected to elect the number of Directors authorized to be voted for at that meeting.

In the event of a vacancy on the Board, the remaining members of the Board shall select and appoint to the Board a successor who shall serve the unexpired term of his or her predecessor.

**SECTION VI  
MEETINGS OF DIRECTORS**

**Section 6.1      Meetings**

Meetings of the Board shall be held at such place and hour as may be fixed from time to time by the Board. Notice of such meetings shall be given to each Director at least seven days prior to each such meeting, and shall specify the place and time of such meeting.

**Section 6.2      Special Meetings**

6.2 (1) Special meetings of the Board shall be held when called by the Chairman of the Board or by any two (2) Directors. Notice of special meetings of the Board shall be given orally or in writing to each Director at least twenty-four (24) hours before any such meeting. Notice shall be deemed to have been given in writing when delivered to the present home address of a Director as shown on the records of the Association.

6.2 (2) Attendance at a special meeting by a Director shall constitute a waiver of notice of such meeting except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 6.3      Open Meetings**

Regular meetings of the Board shall be open to all members, provided, however, that members who are not members of the Board may not participate in any deliberation or discussion unless recognized by the Chair to so participate. Such recognition may be overruled by a vote of a majority of a quorum of the Board. The Board may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, property matters, litigation in which the Association is or may become involved, and orders of business relating to matters which are or may be the subject of a claim or privilege or for any purpose deemed appropriate in the discretion of the Board.

**Section 6.4      Quorum**

A majority of the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board unless a greater number is required by law.

**Section 6.5      Action Taken Without a Meeting**

6.5 (1) Emergency: Directors shall have the right to take emergency action which they could take at a duly constituted meeting without a meeting by obtaining approval of a majority of Board members. Any action so approved shall have the same effect as if taken at a meeting of the Board, shall be evidenced by sworn affidavit and shall be documented in the minutes of the next regular Board meeting.

6.5 (2) By Consent: Any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all Directors. Any action so approved shall have the same effect as if taken at a meeting of the Board and shall be documented in the minutes of the next Board meeting.

6.5 (3) By Conference, Telephone, or Similar Equipment: Any regular or special meeting of the Board may be held by means of conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear and be heard by each other. Participation in such a meeting shall be deemed to be presence in person at the meeting.

**Section 6.6      Rules of Order**

Regular meetings of the Board shall be conducted in accordance with the procedures outlined in The ABC's of Parliamentary Procedure, published by the Community Associations Institute.

**SECTION VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 7.1      Powers of the Board**

The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, which penalties may include fines, or the suspension of the right of a member to use the common area and facilities;



(b) suspend the voting rights or any member and/or the right of any member the use of the common area and facilities during any period in which such member shall be in default in the payment of any assessment levied by or for the benefit of the Association;

(c) hire such personnel as are in the option of the Board necessary for the efficient and effective operation of the Association and delegate to such personnel such of the rights, powers and privileges of the Board may deem necessary and advisable;

(d) exercise the rights, powers and privileges delegate to the Board herein;

(e) exercise for the Association all powers, duties and authorities vested in or delegated to the Association and not otherwise herein reserved to the members of the Association in the Articles or Declaration.

**Section 7.2 Method of Exercise of Powers**

The Board shall exercise its rights, powers and privileges by resolution.

**Section 7.3 Organization of the Board**

The Board shall organize itself to exercise its rights, powers and privileges and carry out its duties and responsibilities in such a manner as it shall, from time to time, determine and shall be authorized to organize, appoint and regulate standing and select committees to advise the Board from time to time as seems prudent.

**Section 7.4 Chairman and Vice Chairman**

7.4 (1) Election: The Board shall meet each year on the Thursday next following the annual meeting to elect a Chairman and Vice Chairman, who shall at all times be members of the Board, and shall serve for one (1) year unless they or either of them shall sooner resign, be removed or otherwise become disqualified to serve.

7.4 (2) Removal: The Chairman and Vice Chairman may be removed from office at any time by the vote of a majority of the Board. The Chairman or Vice Chairman may resign at any time by giving written notice to the Board and such resignation shall be effective on the date of receipt of such notice or such later time specified therein and the acceptance of such resignation shall not be necessary to make it effective.

**Section 7.5 Compensation of Directors**

No Director shall receive compensation for any service he or she shall render to the Association. Any Director may be reimbursed for his or her actual expenses incurred in the performance of designated duties.

**Section 7.6 Duties of the Board**

It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present an annual report thereof to the members at the annual meeting of the members;

(b) supervise all Association officers and agents and to see that their duties are properly performed;

- (c) as more fully provided in the Declaration, to fix the amount of the annual assessment of each lot;
- (d) cause written notice of assessment to be sent to each owner subject thereto at least thirty (30) days before the date when payment of such assessment is due;
- (e) cause collection action to be taken to secure and collect delinquent assessments as more particularly set out in the Declaration;
- (f) procure and maintain adequate liability, property and casualty insurance on employees, common area and facilities and cause all officers or employees to be bonded as it may deem appropriate;
- (g) cause the common area and facilities to be maintained;
- (h) carry out short term and long term range planning and policy development for the Association;
- (i) supervise and direct the financial management and development of the Association;
- (j) direct the provision of services to members;
- (k) undertake to provide means of communications with Association members.

## **SECTION VIII**

### **OFFICERS**

#### **Section 8.1 Officers**

8.1 (1) Officers Generally: The offices of the Association shall be the Chairman of the Board, Vice Chairman, Secretary, Treasurer and other such offices as the Board may from time to time by resolution create.

8.1 (2) Offices of the President and Vice President: The office of Chairman of the Board shall be and include the office of President of the Association and the office of Vice Chairman of the Board shall be and include the office of Vice President of the Association. The President of the Association shall be known as the Chairman of the Board and the Vice President of the Association shall be known as the Vice Chairman of the Board.

8.1 (3) Office of Secretary, Treasurer: The Secretary and Treasurer of the Association may also be held by the Community Manager.

#### **Section 8.2 Appointment of Officers**

8.2 (1) Chairman and Vice Chairman: Election by the Board of the Chairman and Vice Chairman as provided in Section 7.4 hereof shall be deemed to be the election of the President and Vice President respectively.

#### **Section 8.3 Resignation of Officers**

8.3 (1) Chairman and Vice Chairman: In the event the Chairman or Vice Chairman shall resign, be removed or otherwise become disqualified to serve, he or she shall be deemed to have resigned, been removed or otherwise become disqualified to serve as President or Vice President, as the cause may be;

8.3 (2) Other Officers: Any other officer may be removed from office by the Board at any time without cause and may resign at any time by giving written notice to the Board. Such resignation shall take

effect on the date of receipt of such notice or any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 8.4      Vacancies**

A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 8.5      Duties of Officers**

8.5 (1) Chairman of the Board: The Chairman of the Board shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Board and of the members; shall in consultation with the Secretary/Treasurer set the agenda for all meetings of the Board and of the members; and with the approval of the Board, shall appoint committee chairpersons.

The Chairman of the Board shall be at liberty to participate in all the discussions of the Board and vote on any motion thereof.

8.5 (2) Vice Chairman of the Board: The Vice Chairman of the Board shall act in the place and stead of the Chairman in his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

8.5 (3) Secretary/Treasurer: The Secretary/Treasurer shall be the Chief Administrative Officer of the Association and shall record or cause to be recorded the proceedings of all meetings of the Board and the members; keep and affix or cause to be affixed the corporate seal of the Association as required, receive/deposit in banking accounts approved by the Board, account for and disburse or cause to be received, deposited, accounted for and disbursed the monies of the Association; keep or cause to be kept proper books of account; prepare an annual budget; prepare for the annual meeting of the members a report of the financial activity of the Association for the preceding year; serve or cause to be served notice of meetings of the Board and the members; keep or cause to be kept appropriate records showing the members of the Association; hire agents, attorneys, contractors, etc., to carry out the acts, decisions and directions of the Board; and perform other duties as required by the Board.

**SECTION IX  
COMMUNITY MANAGER**

**Section 9.1      Appointment**

The Board may employ or contract with a Community Manager to whom the Board may delegate such duties and responsibilities as are appropriate on such terms and conditions and with such compensation as the Board may determine. A corporation or partnership may be appointed as Community Manager.

**SECTION X  
INDEMNIFICATION**

**Section 10.1      Liability and Indemnification**

No member of the Board or any other officer or employee of the Association or member of any committee of the Association appointed by the Board shall be personally liable to any member, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative or employee of the Association, provided that such person has, upon the basis of such information as may be possessed by

him or her, acted in good faith. In the event any action is brought against any such person or entity, the Association shall indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof. The Board shall be responsible to obtain insurance, to the extent possible, to provide the indemnification described in this section.

## **SECTION XI BOOKS AND RECORDS**

### **Section 11.1     Inspection**

The books, records and papers of the Association shall at all times during reasonable business hours be available for inspection by any member for any proper purpose.

### **Section 11.2     Copies of Declaration, Articles and Bylaws**

Copies of the declaration, Articles and Bylaws of the Association shall be made available to any member at the principal office of the Association at a reasonable cost to be fixed from time to time by resolution of the Board.

### **Section 11.3     Minutes Generally**

Minutes shall be kept of all meetings of the members, the Board and committees of the Board.

### **Section 11.4     Content of Minutes**

Minutes shall record motions made, resolutions adopted, decisions made and actions taken and shall briefly summarize the discussions and deliberations of the meeting so as to provide appropriate background information.

Minutes shall state whether or not a motion was carried unanimously, carried or defeated and shall record the names of those voting against a motion or abstaining from a vote.

### **Section 11.5     Adoption and Signature of Minutes**

Minutes of a meeting of the members shall be presented to the members for adoption at the next meeting of the members. Upon adoption, the minutes shall be certified as correct by the then Chairman and Community Manager.

Minutes of a meeting of the Board shall be presented to the Board for adoption at the next meeting of the Board. Upon adoption, the minutes shall be certified as correct by the then Chairman and Community Manager.

Minutes of a meeting of a committee of the Board shall not require adoption nor certification.

## **SECTION XII CHECKS**

### **Section 12.1     Signature of Checks**

Checks in operating accounts shall require one (1) authorized signatory. Withdrawals from all reserve accounts shall be countersigned by two (2) signatures. Only members of the Board and the Community Manager may be designated as authorized signatories.

**SECTION XIII**  
**NON-PROFIT PURPOSE**

**Section 13.1     Non-Profit Purpose**

In order to preserve the non-profit status of the Association, neither the Board nor any member thereof shall do any act, authorize or suffer the doing of any act by an officer or employee of the Association on behalf of the Association which is inconsistent with the Declaration, Articles or these Bylaws or Section 528 of the Internal Revenue Code and any such act shall be ultra vires and void.

**SECTION XIV**  
**GENERAL PROVISIONS**

**Section 14.1     Corporate Seal**

The Board of Directors may, by resolution, adopt a corporate seal.

**Section 14.2     Registered Agent**

Darleen Starkey shall be the registered agent of the Association for the service of process, notice or demand upon the Association. The address of said registered agent is 21252 Gathering Oak, Suite 200, San Antonio, Texas 78258.

**Section 14.3     Execution of Documents**

The Board may, except as otherwise provided in the Declaration, Articles or these Bylaws, authorize any Director, officer or agent to execute any instrument or document in the name of and on behalf of the Association and affix the corporate seal thereto. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no Director, officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or any amount.

**Section 14.4     Fiscal Year**

The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of each year.

**Section 14.5     Conflicts**

These Bylaws are intended to comply with the Texas Non-Profit Corporation Act, Declaration, and Articles of Incorporation. In case of an irreconcilable conflict, such statute and documents shall control over these Bylaws.

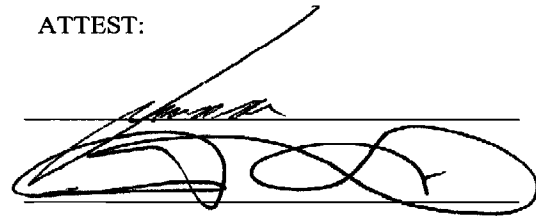
**SECTION XV**  
**AMENDMENTS**

**Section 15.1     Amendments**

These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present or by proxy.

Dated and Adopted on this, the 1st day of December, 2009 by the initial Board of Directors.

ATTEST:



A handwritten signature is written on a horizontal line. The signature is cursive and appears to be "John". Below this line is another horizontal line, and further down is a third horizontal line, all of which are currently empty.

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# Pages 23  
01/06/2017 10:05AM  
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*Gerard C. Rickhoff*