

**Amended and Restated Bylaws of
Prairie Timber Estates Homeowners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

KNOW BY ALL THESE PRESENT:

These **Amended and Restated Bylaws of Prairie Timber Estates Homeowners Association, Inc.**, a Texas nonprofit corporation (hereafter referred to as the "Association") are effective January 12, 2022.

WITNESSETH:

WHEREAS, the Association was incorporated under the laws of the State of Texas as a non-profit corporation to serve as the homeowners association for the addition known as Prairie Timber Estates, located in the City of Burleson, Texas (the "Property");

WHEREAS, the Association was formed for the efficient preservation of the values and amenities in the addition, to create an agency to which would be delegated and assigned the powers of (i) maintaining and administering the Common Area (hereinafter defined) and facilities, (ii) administering and enforcing the covenants, conditions, and restrictions, and (iii) collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, the Association adopted the Homeowner Association Declarations & Bylaws for Prairie Timber Estates, Burleson, Texas, which were recorded at Book 4387, Page 0645, Instrument Number 024617 of the real property records of Johnson County, Texas;

WHEREAS, the Association later adopted the Amended Homeowner Association Declarations & Bylaws for Prairie Timber Estates, Burleson, Texas, which were recorded as Instrument Number 201300021914 of the real property records of Johnson County, Texas;

WHEREAS, on October 29, 2021, the Board called an annual meeting of the Association by delivering the required notice to all Owners in the Association for the purpose of a vote, amongst other purposes, to amend the Declaration and Bylaws;

WHEREAS, the meeting was held on November 16, 2021, but a quorum was not met; accordingly, as provided by Section 2.02(b) of the Bylaws, a second meeting was held on January 12, 2022, and a quorum was met;

WHEREAS, during the meeting, Brant Stovall, an Owner and Board member, called for a vote on the proposed amendments to the Declaration and Bylaws, and the amendments passed;

WHEREAS, the Association hereby desires to adopt these Amended and Restated Bylaws of Prairie Timber Estates Homeowners Association, Inc., which shall supersede and replace the previous Bylaws.

ARTICLE 1.

NAME, PURPOSE, PRINCIPAL OFFICE, AND DEFINITIONS

1.1 Name. The name of the Association is Prairie Timber Estates Homeowners Association, Inc., and is a Texas Non-Profit Corporation organized under the Texas Business Organizations Code.

1.2 Purpose. The purpose for which this non-profit Association is formed is to govern, operate and maintain the Common Area (as defined in Article 2, Section 2.15 hereof) situated in Prairie Timber Estates, an Addition to the City of Burleson, Johnson County, Texas ("PTE"), according to the Plat thereof (the "Plat") recorded in Volume 9, Pages 693-695, Drawer C, Plat Records, Johnson County, Texas (PTE being sometimes hereinafter referred to as the "Property"). The Association shall operate and maintain a system that will enhance the security of the Members and Common Area and shall enforce the covenants, conditions, restrictions, uses, limitations, obligations and maintenance and landscape of common areas and all other provisions set forth in the Declaration.

1.3 Non-Profit. This Association is not organized for profit. No property Owner, Member of the Board of Directors ("Board") 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 a salary or as compensation to, or distributed to or be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board; 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 or more of the purposes of the Association and (2) that any Member of the Board 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, subject to prior approval by the Board.

1.4 Principal Office. The principal office of the Association shall be located in Johnson County, Texas or such other offices as the Board may determine or as the affairs of the Association may require.

1.5 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Unless otherwise defined in these Bylaws, capitalized terms shall have the same meaning as set forth in the Declaration. Utilizing the masculine pronoun should be understood to include the feminine when appropriate.

"ACC" means the Architectural Control Committee established pursuant to the Declaration.

"Assessments" means the Maintenance Assessments and Special Assessments provided for.

"Association" means the Prairie Timber Estates Homeowners Association, Inc., a Texas non-profit corporation, or any successor entity or association that has the power, duty, and responsibility to maintain and administer the Common Area, to collect the disbursements and charges prescribed by the Declaration and Bylaws, and the right to administer and enforce the Declaration.

"Board" means the Board of Directors of the Association.

"Common Area" means those portions of the Property as described in or on the Plat that do not constitute lots, Streets, Roads or Alleys. Accordingly, the Common Area means those portions of the

Property designated as such on the Plat, including any recreational centers or similar areas. The Common Area also includes: (i) any areas within the Property owned by the appropriate government, or any other governmental entity; (ii) any landscape, wall maintenance, pedestrian access or maintenance easements reflected on the Plat required by the appropriate government or recorded by separate instrument; and (iii) those areas, if any, which are owned by an Owner, but on which are located monuments, signs, fences, landscaping, berms, sidewalks, irrigation systems or other improvements that may be maintained by the appropriate governmental entity. The Common Area shall also include all improvements on or to any portion of any of the areas described in the preceding sentence.

"Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Prairie Timber Estates and any amendments and supplements thereto governing the Prairie Timber Estates community or any sub-association, as recorded.

"Lot" means any of the individual platted building lots reflected, or to be reflected, on the Plat that are to be used for residential purposes as described in the Declaration.

"Managing Agent" means any Person who has been engaged and designated by the Board to manage the daily affairs and operations of the Association.

"Member" refers to each Owner as provided in Article 2.

"Owner" means any Person owning fee title to any Lot, but excluding any Mortgagee or Beneficiary under a Deed of Trust until such time as it acquires legal title to a Lot.

Capitalized terms that are not defined herein should be construed according to their definition in the Declaration.

ARTICLE 2.

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM VOTING, PROXIES

2.1 Membership. Every Owner of a Lot shall automatically be a Member of the Association. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one 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 vote be cast with respect to any such Lot.

2.2 Obligations of Members. All Members shall be obligated to pay the assessments imposed by the Association in accordance with the Declaration.

2.3 Place of Meetings of Members. Meetings of the Members shall be held at such suitable place within Johnson County, Texas as may be designated by the Board.

2.4 Annual Meetings of Members. The Association will hold an Annual Meeting of the Members as directed and scheduled by the Board.

2.5 Notice of Meetings of Members.

a) Annual Meeting. Written notice stating the place, day and hour of an annual meeting of the Members shall be delivered, either personally, by mail or by email, or other similar communication to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such annual meeting, by or at the direction of the Board. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

b) Regular Meeting. Notice stating the place, day and hour of a regular meeting of the Members shall be delivered, either personally, by mail or by email, or other similar communication to each Member 144 hours prior to the meeting or as otherwise mandated by Texas legislation, by or at the direction of the President, Secretary, Officers or persons calling the meeting.

c) Special Meeting. The President may call Special Meetings of the Members. In addition, it shall be the duty of the President to call a Special Meeting of the Members if so directed by resolution of the Board or upon a petition signed by Members representing at least twenty-five (25) percent of the Membership. A properly called Special Meeting shall be held within forty-five (45) days after receipt by the President of such request, resolution or petition. In the case of a Special Meeting, the purpose(s) for which the special meeting is called shall be stated in the notice. The notice shall state the place, day and hour of the Special Meeting of the Members and shall be delivered, either personally, by mail or by email, or other similar communication to each Member 144 hours prior to the meeting or as otherwise mandated by Texas legislation, by or at the direction of the President, Secretary, Officers or persons calling the meeting. No other business shall be transacted at a Special Meeting of the Members except as stated in the notice.

2.6 Adjournment of Meetings. If any meeting of Members cannot be organized because a quorum has not been reached, the Members who are present, either in person or by proxy, may adjourn the meeting until a quorum is attained.

2.7 Voting. Each Member shall have one vote in all Association matters as defined by their ownership. Multiple properties, which have been platted together, will constitute one vote. Multiple properties, each platted separately, shall constitute one vote per property.

2.8 Proxies. Except for the election of Board Members, which shall be by ballot vote, a Member may vote in person or by proxy at a meeting of the Association or by absentee ballot. Each proxy shall be in writing, dated, signed and filed with the Secretary or Managing Agent prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary by personal delivery, U.S. mail or email to the Managing Agent. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Member giving such proxy is entitled to and, in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail or, if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than ninety (90) days after its execution unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Owner's property. If an Owner votes by absentee ballot but then attends the meeting, the Owner's vote cast at the meeting supersedes any vote previously submitted by absentee ballot.

2.9 Majority. As used in these Bylaws, the term "majority" shall mean a simple majority of more than fifty (50) percent.

2.10 Quorum. Except as otherwise provided in these Bylaws, the presence of Members, proxies, or absentee ballots, representing over thirty (30) percent of the Members in the Association shall constitute a quorum at all meetings of the Association. If the required quorum is not met at the first meeting, one additional meeting may be called, subject to the notification requirements set forth in these Bylaws and held within sixty (60) days of the first meeting, and the required amount for quorum shall be reduced to fifteen (15) percent of the Members.

2.11 Conduct of Meetings. The President shall preside over all meetings of the Association, unless the President is incapacitated, in which case the Vice President will assume the duties of the President. The Secretary or their appointee shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. "Roberts Rules of Order" (as revised) shall determine the conduct of business for the Association when deemed by the Board to be appropriate.

2.12 Order of Business. The order of business at all meetings of the Members shall be as follows but not limited to:

- a) Roll call.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading of minutes of preceding meeting or waiver of said reading.
- d) Reports of Officers and Directors.
- e) Reports of Committees.
- f) Presentation of the Budget/Financials
- g) Report of Association Management Agent or Director, if applicable.
- h) Election Results Announced, if applicable.
- i) Unfinished business.
- j) New business.

ARTICLE 3.

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

3.1 Number, Election and Right to Serve. The PTE Board of Directors shall consist of at least three (3) and no more than five (5) qualified Members who shall be elected by a majority of the votes cast by ballot prior to the Annual Meeting in accordance with Article 4 of these Bylaws. The Board members shall thereafter govern the affairs of the Association, with each Board member having one vote, and shall serve on the Board until the expiration of their term or until duly removed by the Members in accordance with the terms of these Bylaws or until the date the Director resigns, becomes deceased or is unable to perform the duties of a Director due to a disability or is otherwise no longer qualified to be a Director.

3.2 General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and the operation and maintenance of a first class residential community. The Board may do all such acts and things except as prohibited by law or these Bylaws.

3.3 Other Powers and Duties. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Members.

- a) Administration. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, Bylaws, and supplements and amendments thereto.
- b) Rules. To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Common Area and Property with the right to amend same from time to time. A copy of such rules and regulations shall be available on the Association's website and will be filed in the real property records.
- c) Maintenance of Common Areas. To keep in good order, condition and repair all of the Common Areas and all items of common personal property used by the Members in the enjoyment of the entire community.
- d) Insurance. To insure and keep insured all of the insurable Common Areas of the Property in an amount equal to their replacement value as is provided in the Declaration. To insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the Members. Further, to obtain and maintain comprehensive liability insurance covering the Common Areas.
- e) Budget: Determine Assessments. To prepare a budget for the common services, at least annually, determine the amount of common expenses payable by the Members to meet the financial needs of the Association, and assess such common expenses among the Members, and by a majority vote of the Board to adjust, decrease or increase, the amount of the quarterly assessments; as well as levying and collecting special assessments whenever, in the opinion of the Board, it is necessary to do so. Any capital expenditure not included in the annual budget and in excess of \$50,000 requires a vote of a majority of the Members for approval.
- f) Enforcement of Assessment Lien Rights. To collect delinquent assessments by lawsuit or otherwise and to enjoin or seek damages from a Member who may be in default as is provided for in the Declaration and these Bylaws. To file liens against the properties of the Members, and to file suit for judicial foreclosure on said liens in accordance with the terms of the Declaration and applicable law, and, to collect interest, late fees and reasonable attorney's fees as permitted by law for the collection of all unpaid amounts due and owing.
- g) Protect and Defend. To protect and defend the Common Area from loss and damage by suit or otherwise.
- h) Borrow Funds. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws and to execute all such instruments evidencing such indebtedness as the Board may deem necessary.
- i) Contracts. To enter into contracts within the scope of their duties and powers, including seeking bids for contracts exceeding \$15,000 from at least three (3) competing suppliers and performing due diligence in selecting the bidder that provides the best overall value to the Association. All contracts must be re-submitted after expiration. "Emergency contracts" may be approved by a majority vote of the Board without the necessity of bidding. For the purpose of this subsection, an emergency contract is a contract that, due to an existing and ongoing emergency affecting the Association or the Property, must be entered into quickly to address the emergency. The determinations of whether

such emergency exists, whether such emergency is ongoing and whether such emergency affects the Association or the Property shall rest solely within the discretion of the Board.

- j) Bank Account. To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.
- k) Manage. To make repairs, additions, alterations and improvements to the Common Area consistent with managing the Property in a first class manner and consistent with the best interest of the Members.
- l) Books and Records. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the Members as well as a mandatory financial review or audit of the books and records annually. The Board shall have a responsibility to provide assurance that the financial records are maintained on an accurate and timely basis. This assurance may be accomplished through the engagement of independent public accountants or through the examination by qualified Members and/or the Finance Committee.
- m) Annual Statement. To make available to each Member, at the Annual Meeting, an unaudited financial report. This requirement may be satisfied by posting the financial report or a link to such report on the Association's website on or before the date of the Annual Meeting. Such report shall include a statement which compares the actual revenue and expense with budgeted amounts for the year then ended and a proposed budget for the next calendar year. The report shall also include a Statement of Revenues and Expenditures for the three years then ended, a Statement of Cash Flows for the three years then ended, and a Balance Sheet as of the end of the current and previous calendar year. A quarterly financial statement will also be posted on the Association's website within forty five (45) days of the quarter end.
- n) Meetings. To meet at least twice annually, or more as determined by the President, in accordance with applicable law. Notice of regular meetings of the Board shall be given to each Director and Management Agent, personally or by mail, telephone, telefax or electronic mail, at least five (5) days prior to the day named for such meeting. The failure to provide the notice required by this subsection shall not be cause for the invalidation of any action taken by the Board in a meeting as long as a quorum of the Board attended and/or participated in the meeting and voted on the action. An emergency meeting of the Board may be called at any time by the President without prior notice to the Directors. The Secretary or the Secretary's designee will be responsible to draft minutes of each meeting of the Board. The minutes of each meeting shall conform to the requirements of applicable law. The Management Agent of the Association, if any, will participate at all meetings of the Board unless excused by the President.
- o) Personnel. To designate, employ and dismiss the personnel as necessary for the maintenance and operation of the Common Area or other administration of the Association.
- p) Administration of Association. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governance and operation of this Association.
- q) Management Agent. The Association may, but shall not be required to, employ a Management Agent(s) or Director, at a compensation mutually agreed upon between the Board and such agent or

Director, to perform such duties and services as the Board shall authorize. The Management Agent or Director may be terminated by a majority vote of the Board. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Management Agent or Director, if any, which might arise between meetings of the Board.

- r) Attorneys. The Association may, but shall not be required to, employ one or more attorneys, who shall be duly licensed to practice law in the State of Texas, to represent the Association as its general counsel and/or on any specific legal matter involving the Association. The Association's attorney shall represent the Association and not any individual Officer, Director, Member or employee of the Association. The Association's attorney shall attend meetings as requested and shall report to the Board as requested regarding any legal matter within the scope of the representation. The Association's attorney shall take direction and instruction only from the Board President and from a majority of the Directors. In the event of any conflict between the instructions given by the Board President and the Directors, the instructions of the Directors shall control. All communications between the Association's attorney and the Association and any Officer, Director or employee thereof, shall be confidential, pursuant to the attorney/client privilege, and shall not be subject to public disclosure by the Association's attorney or any individual Board Member without the consent of the Board or a duly issued court order. The Association's attorney shall not hold office as an Officer or Director of the Association or take any action that would create a personal or financial conflict of interest between the Association and the Association's attorney. Whether such conflict of interest exists is a matter to be decided on a case-by-case basis and only by the Board after full disclosure of the facts by the attorney. The Association may terminate the employment of its attorney at any time for any reason subject to any contractual obligations it may owe to its attorney.
- s) Ownership of Properties. To own, convey, encumber, lease or otherwise deal with all properties conveyed to it as the result of enforcement of liens for the Common Expenses or otherwise.
- t) All Things Necessary and Proper. To do all things necessary and proper for the sound and efficient management of the Common Area.

3.4 No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, use limitations, obligations or other provisions of the Declaration, the Bylaws, policies, rules, or regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof and the Board or the Management Agent shall have the right to enforce the same thereafter.

3.5 Election and Term of Office. Board Member's term will be two years. A Board Member may serve consecutive elected terms. The terms of the Board will be staggered so as to have no more than two (2) seats up for election in any one year.

3.6 Vacancies on Board. Vacancies on the Board due to the Director's resignation, death or disability shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected. Any vacancy created for any other reason, including removal by a vote of the Members and disqualification by law, shall be filled by an election of the Members.

3.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Members, and a successor may then and there

be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any Director fails to attend three consecutive regular meetings of the Board, and whose absence has not been excused by the Board, that Director shall automatically be removed from the Board and a successor appointed by the Board to fill the unexpired term.

3.8 Directors' Organizational Meeting. At the first meeting of the new Board at the Annual Meeting of the Members, the organizational meeting shall be held at which such Directors were elected and/or appointed, and a majority of the Board shall be present. The sole purpose of this portion of the meeting is to elect Officers as directed in Article 5, Sections 5.1 and 5.2.

3.9 Directors' Special Meetings. Special Meetings of the Board may be called by the President on three (3) days notice to each Director and Managing Agent, if any. This notice shall be given personally, by mail, telephone or electronic mail and shall state the time, place (as hereinabove provided) and purpose of the Meeting. Special Meetings of the Board shall be called by the President, Vice President or Secretary of the Association in like manner and on like notice on the written request of two (2) or more Directors.

3.10 Quorum Required for a Meeting. At all meetings of the Board, 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.

3.11 Fidelity Bonds. The Board shall furnish adequate fidelity bonds for all Officers and agents of the Association who are charged with the responsibility of handling Association funds. The premiums on such bonds shall be an expense of the Association.

3.12 Conflict of Interest. The Board shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of the properties of the Members and the Common Area. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, policies, rules, and regulations.

A conflict of interest exists whenever any contract, decision or other action taken by or on behalf of the Board would financially benefit: a Director; a parent, grandparent, spouse, child or sibling of a Director; a parent or spouse of any of the persons in an entity in which a Director is a director or officer or has a financial interest.

Any potential conflict of interest on the part of any Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board at which the interested Director is present prior to any discussion or vote on the matter. After disclosure, the Director may participate in the discussion but shall not vote (or be in the room during the vote) on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

3.13 Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

- a) No Director shall use his position for private gain, including for the purpose of enhancement of his financial status through the use of certain contractors or suppliers.

- b) No contributions will be made to any political parties or political candidates by the Association.
- c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
- d) No Director shall accept a gift or favor made with intent of influencing decision or action on any official matter.
- e) No Director shall receive any compensation from the Association for acting as a volunteer.
- f) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself in any way.
- g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the President of the Board or in accordance with whatever policy for Association contractors may be adopted by the Board.
- h) No Director shall harass, threaten or attempt through any means to control or instill fear in any Member, Director or Agent of the Association.
- i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier or contractor during negotiations.
- j) Any Director convicted of a felony or a crime of moral turpitude shall voluntarily resign from his position.
- k) Language and decorum at Board meetings will be kept professional. Personal attacks against Members, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

The code of ethics shall be enforceable by the Board at the Board's discretion. Penalties for violations of the code of ethics may include: issuing a verbal or written reprimand, assessing monetary fines not to exceed \$50 or the amount of actual monetary loss, if any, whichever is greater, requesting the Director's resignation, and calling a special meeting of the Members to consider removal of the Director.

3.14 Compensation. No Member of the Board shall receive any compensation for acting as such. However, Members of the Board or Association may be reimbursed for approved expenses incurred by them in the performance of Association business.

ARTICLE 4

QUALIFICATIONS, ELECTION OF DIRECTORS, RECOUNT OF VOTES

4.1 Qualifications. Any Member may stand for election to the Board provided he or she has not been convicted of a felony or crime involving moral turpitude. All Members wishing to be elected to the Board must provide the Board with written consent to a criminal background check to establish that he or she is qualified by law to serve on the Board. If the Board receives written, documented evidence from a

database or other record maintained by a governmental law enforcement authority that a Member has been convicted of a felony or crime involving moral turpitude, such Member is ineligible to serve on the Board, is deemed to be automatically removed from the Board and shall be prohibited from serving on the Board in the future.

4.2 Election of Directors. The election of Directors, except for uncontested races, shall be conducted by a written ballot signed by the Members. All Members have a right to vote in an election of Directors. Ballots submitted electronically must clearly identify the name of the Member voting and the Member must be given an electronic receipt as proof of the ballot cast. All proxy ballots may be tabulated by any person authorized by law and by the Board to tabulate the ballots. No candidate or person related to a candidate for election as a Director may have access to the ballots except during a recount process, if any is demanded, as described in section 4.3. The person tabulating the votes is prohibited from disclosing how any individual Member voted.

4.3 Recount of Votes. Any Member may demand a recount of the votes of an election by submitting a written request for a recount by certified mail, in person, or by regular mail to the address where the proxy ballots are mailed. Such request must be mailed or delivered within fifteen (15) days after the date of the meeting when the election results were announced. If a demand for a recount is submitted to the Association, the Association must contract with a person authorized by law to conduct the recount. The recount must take place within thirty (30) days after the date when the Association receives the recount demand or the date when the Association receives payment for the recount, whichever is later. The cost of the recount shall be paid in advance by the Member or Members demanding the recount. Notice of the results of the recount must be provided to the Member or Members demanding the recount. If the election results are overturned as a result of the recount, the Association shall reimburse the person or persons demanding the recount for the cost of the recount.

ARTICLE 5 OFFICERS

5.1 Officers. The Officers of the Association shall be a President, Vice President, Secretary/Treasurer and they shall be elected by the Board from the Members of the Board. The election of Officers will be by majority vote of the seated Board and will be done at the Organizational Meeting.

5.2 Election and Term of Office. The Officers of the Association shall be elected annually by the Board at the Organizational Meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. Officers' terms will be one year.

5.3 Powers and Duties. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board.

5.4 President. The President shall be the Chief Executive Officer of the Association. He shall preside over and chair all meetings of both the Association and the Board. The President shall have all the general powers and duties which are usually vested in the office of President of an Association. Unless otherwise specified in these Bylaws, the President is exempt from serving on standing committees though he will be considered an ex-officio member of all committees.

5.5 Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him by the Board.

5.6 Secretary/Treasurer. The Secretary shall keep the minutes of all meetings of the Board and other meetings of the Association or cause a third party to perform these duties. The Secretary shall be responsible for such books and papers as the Board may direct and shall, in general, perform, or cause to be performed, all the duties incident to the office of the Secretary. The Secretary shall cause to be compiled 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 be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In the Secretary's absence, any Officer directed by the Board shall perform all duties incident to the office of Secretary.

Treasurer. The Treasurer shall cause to receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board. However, a resolution of the Board shall not be necessary for disbursements made in the limits of a budget adopted by the Board. The Treasurer shall cause to keep proper books of account and prepare an annual financial report as directed in Article 3, Section 3.3(m). The Treasurer may delegate all or part of the preparation, copying and notification duties to the Finance Committee, Managing Agent, or both. The Treasurer shall oversee the distribution of dues notices and take any action necessary to collect past due fees and shall perform all other duties assigned to the Treasurer by the Board. The Treasurer shall have primary responsibility for the preparation of the Budget as provided for in the Declaration and these Bylaws and may delegate all or part of the preparation and notification duties to a Finance Committee, Management Agent or other as deemed appropriate.

5.7 President Emeritus. The immediate past president shall assume the position of President Emeritus until a later election results in a new immediate past president. This position has no specific powers and duties, does not vote and a vacancy in this position for any reason does not constitute a vacancy on the elected Board.

5.8 Removal and Vacancies. Any Officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy created for any reason may be filled by the Board, from the remaining Board, for the unexpired portion of the term.

5.9 Resignation. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later than specified time therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.10 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by an Officer or by such other person or persons as may be designated by resolution of the Board.

ARTICLE 6
STANDING COMMITTEES

6.1 General. In the best interest of the Association, the Board may, in its discretion, establish standing committees from time to time as it deems necessary.

6.2 Duties. Unless expressly detailed in these Bylaws, the charges and duties of the committees shall be defined by the Board and may be changed from time to time. Committees shall be bound to act within the guidelines as set forth by the Board, including the election of officers and the keeping of minutes.

6.3 Membership. Any Member may serve on a committee. All committee members are appointed by and serve at the pleasure of the Board. The number of Members to serve on each of the standing committees will be established by the Board and may be changed from time to time. Each committee will elect the Chairperson from amongst their members.

6.4 Term. Members may serve on any standing committee for a number of consecutive terms.

6.5 Other. The Board of Directors may choose, at their discretion, to annually add a standing committee at any time with a majority vote.

6.6 Standing Committees. At the time these Bylaws were adopted, the standing committees are as follows:

- a) Architectural Control. An Architectural Control Committee shall be assembled for the purpose of assisting the Board with matters concerning the review of plans for homes and improvements in PTE as prescribed by the Declaration and directed by the Board.
- b) Social. A Social Committee shall be assembled for the purpose of assisting the Board with community activities and other functions as directed by the Board.

ARTICLE 7
MISCELLANEOUS

7.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

7.2 Conflicts. If there are conflicts between the provisions of Texas law, the Declaration, the Articles of Incorporation and these Bylaws, the provisions of Texas law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

7.3 Open Meetings. All meetings of the Board shall be open to the Members. However, the Board may adjourn into a closed executive session as permitted by law to address 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 approval;
- (8) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue;
- (9) lending or borrowing money;
- (10) the adoption or amendment of a dedicatory instrument;
- (11) the approval of an annual budget or the approval of an amendment of an annual budget;
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the board;
- (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements;
- (15) the election of an officer; or
- (16) as otherwise mandated by state statute.

Upon reconvening from a closed executive session, the Board shall make a general summary of all decisions made in the executive session, including any authorization for approved expenditures, which summary shall be incorporated into the minutes of that meeting. Notice of all meetings of the Board and of the Members shall be provided to the Members in accordance with applicable law.

7.4 Records Retention. The Board shall adopt a records retention policy and shall file such policy and all amendments thereto in the Deed Records of Johnson County, Texas. Such policy shall conform to the requirements of applicable law.

7.5 Alternative Payment Schedule. The Board shall adopt an alternative payment schedule policy, allowing for a payment plan for Members who are delinquent in the payment of assessments, in accordance with the requirements of the law, and shall file such policy and all amendments thereto in the Deed Records of Johnson County, Texas.

7.6 Notices. Unless permitted or required otherwise by law or by these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered by certified mail:

- a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or Managing Agent or, if no such address has been designated, at the last known address of such Member as shown on the Association's records; or
- b) If to the Association, the Board or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

7.7 Indemnification.

- a) City. THE ASSOCIATION AND EACH OWNER AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, LICENSEES, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION AND MAINTENANCE, USE, CONDITION, EXISTENCE OR LOCATION OF COMMON PROPERTY, WHETHER OR NOT CAUSED BY ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF CITY. THE ASSOCIATION SHALL CARRY LIABILITY INSURANCE TO MEET THE REQUIREMENTS IN THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT BE AMENDED OR DELETED FROM THIS DECLARATION WITHOUT THE WRITTEN CONSENT OF THE CITY.
- b) Directors and Officers. Except in the cases of criminal prosecution, fraud, willful malfeasance, gross negligence or bad faith and to the extent permitted by the Texas Business Organizations Code, the Association shall indemnify and hold harmless every Officer and Director against all expenses, including attorney's fees reasonably incurred by them, in connection with any filed legal action or suit, or any threatened legal action or suit, or any other legal proceeding (including settlement of any suit or proceeding if approved by the Board) to which he may be a party by reason of being or having been an Officer or Director of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former Officer or Director may be entitled. The Association may enter into an agreement with the Officer or Director regarding the advancement of such expenses as permitted by the Texas Business Organizations Code.
- c) Agents. The Association may also indemnify the present and former employees, agents, managers and committee members of the Association who are sued or who are threatened with being sued in connection with such persons' involvement with the Association for such persons' reasonable expenses in defending the action. The Association may advance such expenses to such persons if authorized by the Board.
- d) Insurance. The Association shall maintain adequate general liability and Officers' and Directors' liability insurance to fund the obligations set forth in this section, if such insurance is reasonably available or may enter into other arrangements, such as creating a trust fund, establishing a form of self-insurance, or establishing a letter of credit, guaranty or surety arrangement in connection with such obligations, provided, however, that in no event shall the grant of a security interest or other lien on the assets of the Association ever be given to secure an indemnity obligation under this section.
- e) Reporting. If the Association authorizes the indemnification of or advancement of expenses to a person described in this section, the Association shall report such payment to the Members prior to the next meeting of the Members or by any sooner date required by the Texas Business Organizations Code.

7.8 Authorized Agents. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrance, including promissory notes, shall be the President with the co-signature of the Secretary of the Association.

ARTICLE 8
AMENDMENTS TO BYLAWS

8.1 Amendments and Revisions. These Bylaws may be amended or revised by the Association's Board at a duly constituted meeting for such purpose; however, no amendment or revision shall be effective unless approved by a majority of Members present (in person, by absentee ballot, or by proxy) at a meeting duly called for such purpose. In no event shall the Bylaws be amended or revised to conflict with the Declaration. In the event of a conflict between the Declaration and the Bylaws, the Declaration shall control. These Bylaws, and any amendments duly approved by the Board and the Members, shall be filed in the Deed Records of Johnson County, Texas.

9.2 Repeal. These Bylaws may be repealed by the Association at a duly constituted meeting for such purpose; however, repeal of the Bylaws shall require a vote of fifty-one (51) percent of the Membership.

IN WITNESS WHEREOF, THE UNDERSIGNED DOES HEREBY EXECUTE THIS AMENDMENT ON BEHALF OF THE ASSOCIATION, EFFECTIVE THE 12th DAY OF JANUARY, 2022.

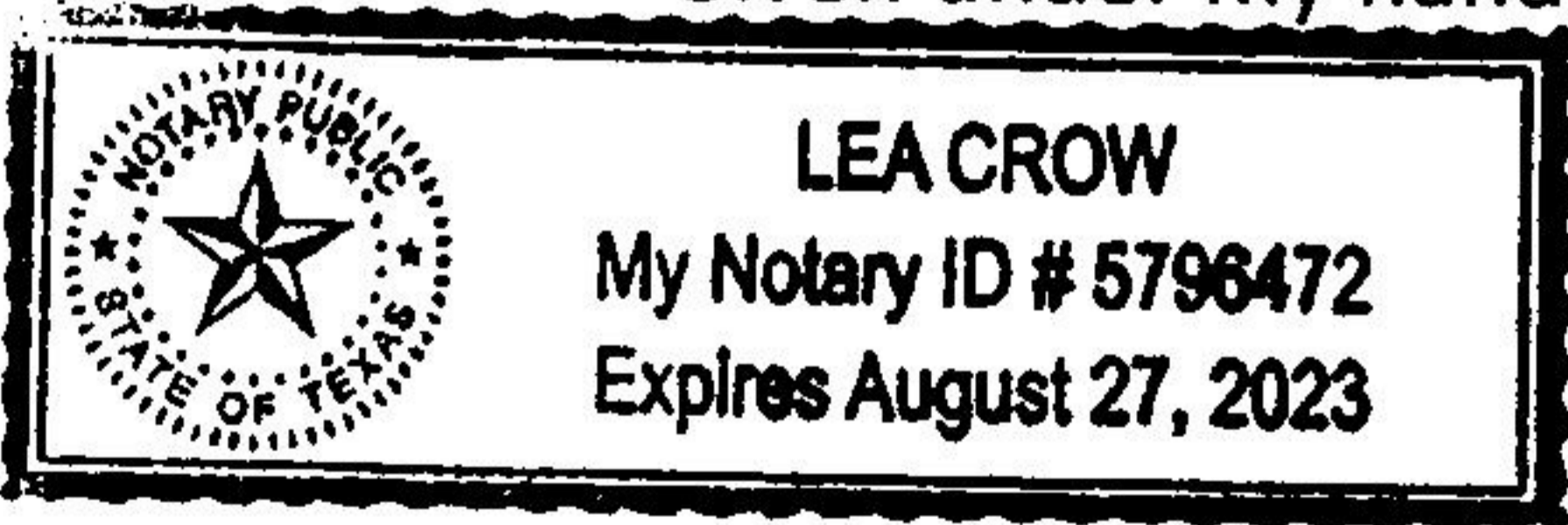
Prairie Timber Estates Homeowners Association, Inc.,
a Texas nonprofit corporation


BY: 
Brant Stovall, President

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

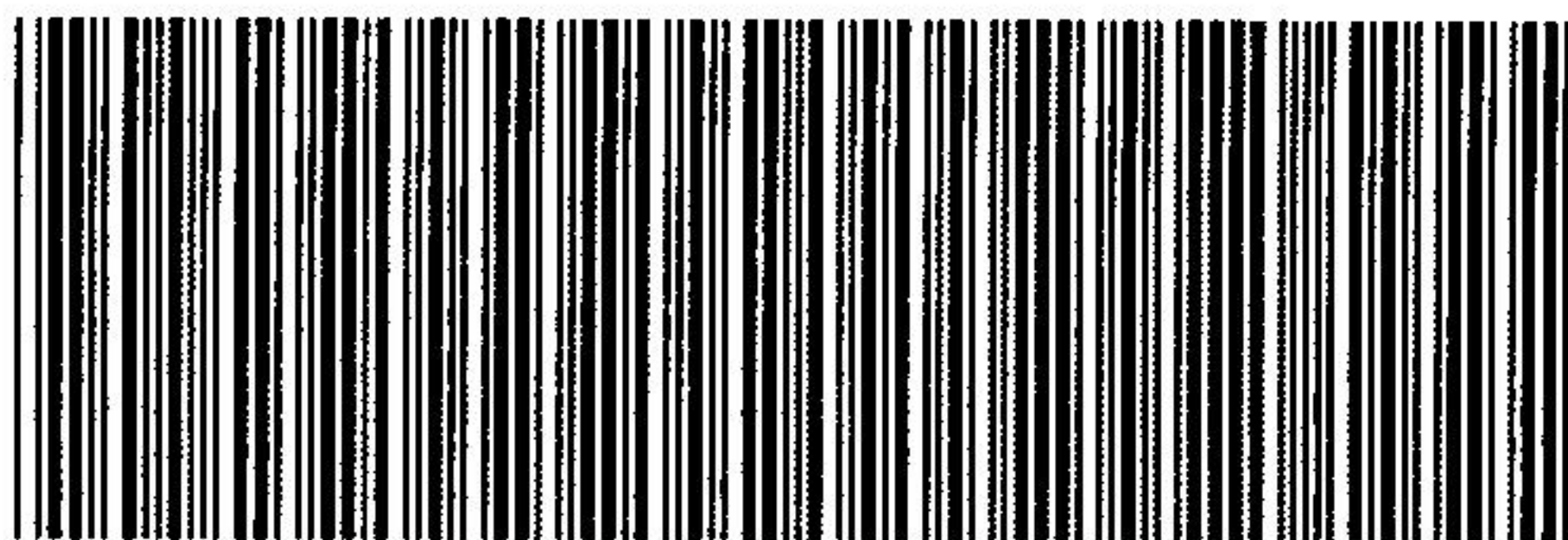
Before me, the undersigned notary public, on this day personally appeared Brant Stovall, President of the Prairie Timber Estates Homeowners Association, Inc., known to me to be the person and director whose name is subscribed to the foregoing instrument and acknowledges to me that the same was the act of said Association for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 28th day of April, 2022.




Notary Public, State of Texas

After Recording Return to:
Brittani W. Rollen
McDonald Sanders, P.C.
777 Main Street, Suite 2700
Fort Worth, Texas 76102



VG-27-2022-17347

Johnson County
Becky Ivey
Johnson County Clerk

Unofficial Copy

Unofficial Copy

Instrument Number: 2022 - 17347

Real Property Recordings

Recorded On: May 17, 2022 01:33 PM

Number of Pages: 17

" Examined and Charged as Follows: "

Total Recording: \$86.00

Unofficial Copy

Unofficial Copy

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2022 - 17347

Receipt Number: 20220517000145

Recorded Date/Time: May 17, 2022 01:33 PM

User: Heidi R

Station: [unclear]

Record and Return To:

MCDONALD SANDERS

777 MAIN ST, STE 2700

FORT WORTH TX 76102



STATE OF TEXAS
Johnson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Johnson County, Texas

Becky Ivey
Johnson County Clerk
Johnson County, TX

Unofficial Copy

Becky Ivey