

AMENDED AND RESTATED
BYLAWS
OF
SHEPHERDS GLEN
VILLAGE ASSOCIATION
(A Texas Property Owners Association)

PROPERTY

Shepherds Glen is located in Bell County, Texas. The plat of Shepherds Glen Subdivision - was recorded on September 24, 2002, in Cabinet C, Slide 306-B,C, and Replat of Shepherd's Glen Subdivision, Lots 12, 19, 20, 24 and 25, was recorded on January 23, 2009, in Cabinet D, Slide 256C of the Plat Records, Bell County, Texas, These Bylaws and any amendments are to be recorded in the Real Property Records of Bell County, Texas.

**AMENDED AND RESTATED BYLAWS
OF
SHEPHERDS GLEN VILLAGE ASSOCIATION
(A Texas Property Owners Association)**

TABLE OF CONTENTS

	PAGE
ARTICLE 1 – <u>INTRODUCTION</u>	1
1.1. PROPERTY	1
1.2. PARTIES TO BYLAWS	1
1.3. DEFINITIONS	1
1.4. NONPROFIT PURPOSE	1
1.5. GENERAL POWERS AND DUTIES	1
ARTICLE 2 – <u>BOARD OF DIRECTORS</u>	1
2.1. NUMBER AND TERM OF OFFICE	1
2.2. QUALIFICATION	1
2.3. ELECTION	2
2.4. VACANCIES	2
2.5. REMOVAL OF DIRECTORS	2
2.6. MEETINGS OF THE BOARD	2
2.7. LIABILITIES AND STANDARD OF CARE	3
2.8. POWERS AND DUTIES	3
2.9. FIDELITY BONDS	4
ARTICLE 3 – <u>OFFICERS</u>	4
3.1. DESIGNATION	4
3.2. ELECTION OF OFFICERS	4
3.3. REMOVAL AND RESIGNATION OF OFFICER	4
3.4. STANDARD OF CARE	4
3.5. DESCRIPTION OF PRINCIPAL OFFICES	4
3.6. AUTHORIZED AGENTS	5
ARTICLE 4 – <u>MEETINGS OF THE ASSOCIATION</u>	5
4.1. ANNUAL MEETING	5
4.2. SPECIAL MEETINGS	5
4.3. PLACE OF MEETING	5
4.4. NOTICE OF MEETING	5
4.5. INELIGIBILITY	5
4.6. VOTING MEMBERS LIST	5
4.7. QUORUM	5
4.8. LACK OF QUORUM	5
4.9. VOTES	5
4.10. PROXIES	6
4.11. CONDUCT OF MEETINGS	6
4.12. ORDER OF BUSINESS	6
4.13. ADJOURNMENT OF MEETINGS	6
4.14. ACTION WITHOUT MEETING	6
4.15. TELEPHONE MEETINGS	7
ARTICLE 5 – <u>RULES</u>	7
5.1. RULES	7
5.2. ADOPTION AND AMENDMENT	7
5.3. NOTICE AND COMMENT	7
5.4. DISTRIBUTION	7
ARTICLE 6 – <u>ENFORCEMENT</u>	7
6.1. REMEDIES	7

6.2. REIMBURSEMENT OF EXPENSES AND LEGAL FEES.....	7
6.3. ACTIONS REQUIRING NOTICE AND HEARING	8
6.4. NOTICE	8
6.5. HEARING	9
6.6. ACTIONS EXEMPT FROM NOTICE AND HEARING REQUIREMENTS	9
6.7. IMPOSITION OF FINE.....	9
6.8. ADDITIONAL ENFORCEMENT RIGHTS	10
ARTICLE 7 – <u>OBLIGATIONS OF THE OWNERS</u>	10
7.1. NOTICE OF SALE	10
7.2. PROOF OF OWNERSHIP.....	10
7.3. OWNERS’ INFORMATION.....	10
7.4. MAILING ADDRESS	10
7.5. REGISTRATION OF MORTGAGEES	10
7.6. ASSESSMENTS	10
7.7. COMPLIANCE WITH DOCUMENTS.....	10
ARTICLE 8 – ASSOCIATION RECORDS	10
8.1. INSPECTION OF BOOKS AND RECORDS.....	10
8.2. RESALE CERTIFICATES	11
8.3. MANAGEMENT CERTIFICATE	11
ARTICLE 9 – <u>NOTICES</u>	11
9.1. CO-OWNERS	11
9.2. DELIVERY OF NOTICES	11
9.3. WAIVER OF NOTICE	11
ARTICLE 10 – <u>AMENDMENTS TO BYLAWS</u>	11
10.1. AUTHORITY	11
10.2. PROPOSALS.....	12
10.3. CONSENTS.....	12
10.4. MORTGAGEE PROTECTION	12
10.5. EFFECTIVE	12
ARTICLE 11 – <u>GENERAL PROVISIONS</u>	12
11.1. COMPENSATION.....	12
11.2. CONFLICTING PROVISIONS	12
11.3. SEVERABILITY	13
11.4. CONSTRUCTION	13
11.5. FISCAL YEAR	13
11.6. WAIVER	13
11.7. PREPARER.....	13
CERTIFICATION AND ACKNOWLEDGMENT	14

**AMENDED AND RESTATED BYLAWS
OF
SHEPHERDS GLEN VILLAGE ASSOCIATION**
(A Texas Property Owners Association)

**ARTICLE 1
INTRODUCTION**

1.1. PROPERTY. These bylaws provide for the governance of the residential development known as Shepherds Glen, located in Bell County, Texas (the "Property"), and which is subject to the Declaration Covenants, Conditions & Restrictions for Shepherds Glen, recorded in the Real Property Records, Bell County, Texas (the "declaration"). The plat of the Property (named Shepherds Glen Subdivision) was recorded on September 24, 2002, in Cabinet C, Slide 306-B, C, Plat Records, Bell County, Texas and a replat titled "Final Plat of Shepherds Glen Subdivision, Lots 12, 19, 20, 24 and 25 was recorded on January 23, 2009, in Cabinet D, Slide 256C, Plat Records, Bell County, Texas.

1.2. PARTIES TO BYLAWS. All present or future lot owners and all other persons who use or occupy the Property in any manner are subject to these bylaws, the declaration, and the other Documents as defined in the declaration. The mere acquisition of a lot or occupancy of a dwelling will signify that these bylaws are accepted, ratified, and will be strictly followed.

1.3. DEFINITIONS. Words and phrases defined in the declaration have the same meanings when used in these bylaws.

1.4. NONPROFIT PURPOSE. The Association is organized to be a nonprofit organization.

1.5. GENERAL POWERS AND DUTIES. The Association, acting through the board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Documents and State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

**ARTICLE 2
BOARD OF DIRECTORS**

2.1. NUMBER AND TERM OF OFFICE. The Board will consist of three persons. Upon election, each director will serve a term of 2 years. To maintain staggered terms, two directors will be elected in even numbered years and one director will be elected in odd numbered years. A director takes office upon the adjournment of the meeting or balloting at which he/she is elected or appointed. and, absent death, ineligibility, resignation, or removal will hold office until his/her successor is elected or appointed. The number of directors may be changed by amendment of these bylaws but may not be less than three. To establish staggered terms, at the first election, the candidate receiving the most votes will serve initial terms of 2 years, the candidates receiving the next-highest votes will serve initial terms of one year. Thereafter, the successors will serve 2-year terms.

2.2. QUALIFICATION. The following qualifications apply to the election or appointment of persons to the Board.

2.2.1. Owners. Directors of the Board must be members of the Association or spouses of members and must reside in the subdivision.

2.2.3. Delinquency. No person may be elected or be appointed as a director if any assessment against the person or his lot is more than 30 days delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

2.2.4. Violations. No person may be elected or appointed as a director if the person or his lot, at the time of election or appointment, has not cured a violation of the Documents for which the Association has given notice and reasonable opportunity to cure.

2.2.5. Litigation. No person may be elected or appointed as a director if the person is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party.

2.3. ELECTION. Directors will be elected by the members of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose or by any method permitted by applicable law, such as Section 2.13B of the Texas Nonprofit Corporation Act, which may include, without limitation, mail, facsimile transmission, electronic mail or a combination of any of these.

2.4 VACANCIES. Vacancies on the Board caused by any reason except the removal of a director by a vote of the Association, are filled by a vote of the majority of the remaining directors, even though less than a quorum at any meeting of the Board. Each director so elected serves until the next election of the Association.

2.5. REMOVAL OF DIRECTORS.

2.5.1. Removal by Members. At any annual meeting or special meeting of the Association any one or more of the directors may be removed with or without cause by members representing at least two-thirds of the votes present in person or by proxy at the meeting and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the membership must be given an opportunity to be heard at the meeting.

2.5.2. Removal by Directors. A director may not be removed by the remaining directors, except for the following limited reasons for which a director may be removed by at least a majority of the other directors at a meeting of the board called for that purpose:

- a. The director is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party, provided the Association did not file suit to effect removal of the director.
- b. The director's account with the Association has been delinquent for at least 90 days or has been delinquent at least 3 times during the preceding 12 months, provided he was given notice of the default and a reasonable opportunity to cure.
- c. The director has refused or failed to attend 3 or more meetings of the board during the preceding 12 months provided he was given proper notice of the meetings.
- d. The director has refused or failed to cure a violation of the Documents for which he has been given notice, a reasonable opportunity to cure, and an opportunity to request a hearing before the Board.

2.6. MEETINGS OF THE BOARD

2.6.1. Organizational Meeting of the Board. Within 10 days after the annual meeting, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the board and announced to the directors.

2.6.2 Regular Meeting of the Board. Regular meetings of the Board may be held at a time and place that the board determines, from time to time, but at least one such meeting must be held each calendar quarter. Notice of regular meetings of the board will be given to each director, personally or by telephone, written, or electronic communication, at least 3 days prior to the date of the meeting.

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he/she is absent or refuses to act, by the secretary, or by any 2 directors. At least 3 days notice will be given to each director personally or by telephone, written or electronic communication which notice must state the place, time, and purpose of the meeting.

2.6.4. Emergency Meetings. In case of an emergency, the board may convene a meeting after making a diligent attempt to notify each director by any practical method, of the nature of the meeting.

2.6.5. Conduct of Meetings. The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Documents, the then current edition of Roberts' Rules of Order governs the conduct of the meetings of Board.

2.6.6. Quorum. At meetings of the Board a majority of directors constitutes 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 are the acts of the board. If less than a quorum is present at a meeting of the board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice. Directors may not participate by proxy at meetings of the Board.

2.6.7. Minutes. The written report of a Board meeting is not the minutes of the meeting until approved by the directors at a future meeting. The minutes must report actions taken by the board, but need not report the substance of discussion. The Board is not required to distribute minutes of its meetings to the members.

2.6.8. Open Meetings. Regular and special meetings of the Board are open to members of the Association, subject to the following provisions:

- a. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.
- b. Members who are not directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.
- c. The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.
- d. The Board may prohibit attendance by non-members, including representatives, proxies, agents, and attorneys of members.
- e. The Board may prohibit attendance by any member who disrupts meetings or interferes with the conduct of Board business.
- f. The Board may, but is not required, to publish to members the time, date, and place of Board meetings, but will provide the information if requested in writing by a member on a meeting-by-meeting basis.

2.6.9. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meetings constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

2.6.10. Action Without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all directors individually or collectively consent to writing such action. The written consent must be filed with the minutes of the Board meetings. Action by written consent has the same force and effect as a unanimous vote.

2.7. LIABILITIES AND STANDARDS OF CARE. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including, but not limited to the following provisions of State Law: 1396-2.20D., 2.25, 2.26, 2.28, 2.29 and 2.30 of the Corporation Act.

2.8. POWERS AND DUTIES. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the property. The Board may do all acts and things except these which, by law or the Documents, are reserved to the members and may not be delegated to the Board.

Without prejudice to the general and specific powers and duties set forth in laws or the Documents, or powers and duties as may hereafter be imposed on the board by resolution of the Association, the powers and duties of the Board include, but are not limited to the following:

2.8.1. Appointment of Committees.: The Board by resolution, may from time to time, designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for appointment of a chair and committee members and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of Committees will be appointed from among the owners and residents.

2.8.2. Manager. The board may employ a manager or managing agent for the Association at a compensation established by the board, to perform duties and services authorized by the Board.

2.9. FIDELITY BONDS. Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, must furnish adequate fidelity bonds, The premiums on the bonds may be a common expense of the Association.

ARTICLE 3 **DIRECTOR'S POSITIONS and BOARD APPOINTED OFFICERS**

3.1. DESIGNATION. The principal Director positions of the Association are the president, the secretary and the treasurer. The board may appoint one or more, vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be members or directors. Any 2 offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director to perform the duties of that officer and to act in place of that officer on an interim basis.

3.2. ELECTION OF OFFICERS. The officers are elected no less than annually by the directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of directors may remove any officer, with or without cause, at any regular meeting if the board or special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer, who is also a director, does not constitute resignation or removal from the Board.

3.4. STANDARD OF CARE. In performing their duties, the Directors and officers are required to exercise the standards of care provided by applicable law, such as Article 1396 -2.20 D. of the Texas Nonprofit Corporation Act.

3.5. DESCRIPTION OF PRINCIPAL DIRECTOR POSITIONS.

3.5.1. President. As the Chief Executive Director of the Association, the president (1): presides at all meetings of the Association and of the Board; (2) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (3) has general supervision, direction and control of the business of the Association, subject to the control of the Board and (4) sees that orders and resolutions of the Board are carried into effect.

3.5.2. Secretary. The secretary: (1) keeps the minutes of all meetings of the board and of the Association; (2) has charge of such books, papers, and records as the board may direct; (3) maintains a record of the names and addresses of the members for the mailing of notices; (4) in general, performs all duties incident to the office of secretary.

3.5.3. Treasurer. The treasurer: (1) is responsible for Association funds; (2) keeps full and accurate financial records and books of account showing all receipts and disbursements; (3) prepares all required financial data and tax returns; (4) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time, be designated by the board; (5) prepares the annual and supplemental budgets of the Association; (6) reviews the accounts of the managing agent on a monthly basis in the event a managing

agent is responsible for collecting and disbursing Association funds; and (7) performs all the duties incident to the office of treasurer.

3.6. AUTHORIZED AGENTS. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4

MEETINGS OF THE ASSOCIATION

4.1. ANNUAL MEETING. An annual meeting of the Association will be held during the month of June of each year. At annual meetings, the members will elect directors in accordance with these bylaws. The members may also transact such other business of the Association as may properly come before them.

4.2. SPECIAL MEETINGS. It is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by owners of at least 20 percent of the lots in the Property. The meeting must be held within 30 days after the Board resolution, or receipt of petition. The notice of any special meeting must state the time place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. PLACE OF MEETINGS. Meetings of the Association may be held at the Property or at a suitable place convenient to the members, as determined by the Board.

4.4. NOTICE OF MEETINGS. At the direction of the Board, written notice of meetings of the Association will be given to an owner of each lot at least 10 days but not more than 60 days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5. INELIGIBILITY. The Board may determine that no member may vote at meetings of the Association if the member's financial account with the Association is in arrears 45 days before the date of a meeting of the Association at which members will vote provided each ineligible member is given notice of the arrearage and an opportunity to become eligible. The board may specify the manner, place and time for payment for purposes of restoring eligibility. A determination of members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than 45 days after the original meeting.

4.6. VOTING MEMBERS LIST. The Board will prepare and make a list of the Association's voting members in accordance with applicable law, such as Art. 1396.2.11B of the Texas Nonprofit Corporation Act.

4.7. QUORUM. At any meeting of the Association, the presence in person or by proxy of owners of at least 30 percent of the lots (6 lots) in the Property constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum.

4.8. LACK OF QUORUM. If a quorum is not present at any meeting of the Association for which proper notice was given, members representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than 24 hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within 15 to 30 days may be given to an owner of each lot, at which meeting owners of at least 10 percent of the lots in the Property constitute quorum for that meeting.

4.9. VOTES. The vote of members representing at least a majority of the votes cast at any meeting at which a quorum is present, binds all members for all purposes, except when a higher percentage is required by these bylaws, the declaration, or by law. Cumulative voting is prohibited.

4.9.1. Co-owned lots. If a lot's owned by more than one member, the vote appurtenant to that lot is cast as follows. If only one of the multiple owners of a lot is present at a meeting of the Association, that person may cast the vote allocated to that lot. If more than one of the multiple owners is present, the vote allocated to that

lot may be cast only in accordance with the owners' unanimous agreement. Multiple owners are in unanimous agreement if one of the multiple owners casts the vote allocated to a lot and none of the other owners makes prompt protest to the person presiding over the meeting.

4.9.2. Corporation-Owned Lots. If a lot is owned by a corporation, the vote appurtenant to that lot may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of a written appointment of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting, on behalf of a corporation or partnership is qualified to vote.

4.9.3. Association-Owned Lots. Votes allocated to a lot owned by the Association may be counted towards a quorum and for all ballots and votes except the election or removal of directors. The vote appurtenant to a lot owned by the Association is exercised by the Board.

4.10. PROXIES. Votes may be cast in person or by written proxy. To be valid, each proxy must: (1) be signed and dated by member or his attorney-in-fact; (2) identify the lot to which the vote is appurtenant; (3) designate the person or position (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (4) identify the meeting for which the proxy is given; (5) not purport to be revocable without notice, and; (6) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by board. Unless the proxy specifies a shorter or longer time, it terminates one year after its date. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie vote unless: (1) the proxy has been acknowledged or sworn to by the member, before and certified by an officer authorized to take acknowledgments and oaths; or (2), the Association also receives the original proxy within 5 days after the vote.

4.11. CONDUCT OF MEETINGS. The president or any person designated by the Board, presides over meetings of the Association. The secretary keeps or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings of the Association when not in conflict with the Documents. Votes should be tallied by tellers appointed by the person presiding over the meeting.

4.12. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports
- Election of directors: (when required)
- Unfinished or old business
- New business

4.13. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.14. ACTION WITHOUT MEETING. Subject to board approval, any action which may be taken by a vote of the members of the Association may also be taken without a meeting by written consents. The board may permit members to vote by ballots delivered by any method allowed by applicable law, such as Section 2.13B of the Texas Nonprofit Corporation Act, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting.

4.15. TELEPHONE MEETINGS. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

ARTICLE 5

RULES

5.1. RULES. The Board has the right to establish and amend, from time to time, reasonable rules and regulations for: (1) the administration of the Association and the Documents; (2) the maintenance, management, operation, use, conservation, and beautification of the Property; and (3) the health, comfort, and general welfare of the residents. The rules may not be in conflict with the law or the Documents. The Board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members.

5.2. ADOPTION OF AMENDMENT. Any rule may be adopted, amended or terminated by the Board, provided that the rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

5.3. NOTICE AND COMMENT. At least 10 days before the effective date, the board will give written notice to an owner of each lot of any amendment, termination or adoption of a rule or will publish same in a newsletter or similar publication that is circulated to the members. The board may, but not be required, to give similar notice to residents who are not members. Any member or resident so notified has the right to comment orally or in writing to the board on the proposed action.

5.4. DISTRIBUTION. On request from any member or resident, the board will provide a current and complete copy of rules. Additionally, the board will, from time to time, distribute copies of the current and complete rules to owners and, if the board so chooses, to non-member residents.

ARTICLE 6

ENFORCEMENT

6.1. REMEDIES. The violation of any provision of the Documents gives the Board the following rights in addition to any other rights set forth in the Documents:

a. Fines. To impose reasonable fines, if notice and an opportunity to be heard are given.

b. Self-Help. After notice and an opportunity to be heard are given, except in case of an emergency, to enter the lot or common area in which, or as to which, the violation or breach exists and to summarily abate and remove, at expense of the defaulting owners any structure, thing, or condition (except for additions or alterations of a permanent nature that May exist in that lot) that is contrary to the intent and meaning of the provisions of the Documents. The Board may not be deemed liable for any manner of trespass by this action.

c. Courts. To enjoin, abate, or remedy, by appropriate legal proceedings, the continuance any breach.

6.2. REIMBURSEMENT OF EXPENSES AND LEGAL FEES. In addition to any other rights set forth in the Documents for violation of a provision of Documents, the Board may levy and collect individual assessments for reimbursement of reasonable fees and expenses, including without limitation legal fees incurred by the Association to enforce the Documents, including the collection of delinquent assessments, provided:

6.2.1. Notice. The Association must give the owner written notice that the owner will be liable for reimbursement of any such fees and expenses incurred by the Association if the delinquency or violation continues after a certain date that is stated in the notice. This notice requirement does not apply to legal fees incurred by the Association in connection with the Association's counterclaim in a lawsuit to which the owner is a plaintiff.

6.2.2. Hearing. If legal fees are incurred by the Association for an action requiring notice and hearing, the owner is not liable for reimbursement or legal fees incurred: (1) before the date by which the owner must

request a hearing, if the owner does not request a hearing; or (2) before conclusion of the hearing if the owner does request a hearing.

6.2.3. Records. By written request an owner may obtain from the Association copies of any invoices for charges, including legal fees, for which the Association seeks reimbursement.

6.2.4. Foreclosure. In connection with a nonjudicial foreclosure of the Association's assessment lien, applicable law, such as Chapter 209 of the Texas Property code may establish a limit for the amount of attorney's fees that the Association may include in its lien.

6.3. ACTIONS REQUIRING NOTICE AND HEARING. Before taking any of the below described actions, the Association must give written notice and an opportunity for a hearing according to the requirements of this Article and the notice and hearing requirements of applicable law, such as Chapter 209 Texas Property Code. The following actions by or with the approval of the Board, the Association, or the Village Standards Committee, require notice and hearing, as provided by this article:

- a. Suspension of use of a common area.
- b. Exercising self-help abatement of a violation
- c. Imposition of a fine for violation of any provision of the Documents, other than fines, interest, or collection fees charged for delinquent accounts.
- d. Charging an owner or a lot for property damage.
- e. Filing suit against an owner other than a suit related to the collection of assessments.
- f. Foreclosure of the Association's assessment lien.

6.4. NOTICE. The required written notice must contain (1) the date the violation notice is prepared or mailed; (2) a statement that not later than the 30th day after the date the owner receives the notice, the owner may request a hearing to dismiss and verify facts and resolve the matter in issue, pursuant to this Article and applicable law, such as Section 209.007 of the Texas Property Code; (3) a statement of how or where the request for hearing should be made or delivered; (4) a statement that if hearing is before a committee or anyone other than the Board, the owner has the right to appeal the decision to the Board by written notice to the Board; (5) a statement that the owner may be liable for reimbursement of attorney's fees and costs if the violation continues or the damage is not paid by a stated date; and (6) the following contents applicable to violations or damage claims, as the case may be:

6.4.1. Notice of Violation. In the case of violation of a provision of the Documents, the written notice must also contain the following: (1) a description of the violation; (2) a reference to the rule or provision of the Documents that is being violated if applicable; (3) a description of the action required to cure the violation; (4) the amount of the fine or charge to be levied, the nature of the common area suspension, and/or the abatement action to be taken; (5) unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 6 months, a statement that the owner may avoid the fine or suspension by curing the violation in a reasonable period of time, which may be specified in the notice.

6.4.2. Notice of Damage. In the case of property damage for which the Association seeks reimbursement, or imposition of a charge on the owner or the lot, the written notice must also contain; (1) a description of the property damage; and (2) the amount of the Association's claim against the owner or the lot.

6.4.3. Notice to Resident. In addition to giving the written violation notice to the owner, the Board may also give a copy of the notice to the non-owner resident, if the Board deems it appropriate.

6.4.4. Receipt of Notice. Unless State law provides otherwise, any notice given to an owner pursuant to this Article will be deemed received by the owner: (1) on personal delivery to the owner or to a person at the owner's address; or (2) on the third business day after the notice is deposited with U.S. Postal Service, addressed to the owner at the most recent address shown on the Association's records, whether or not the owner actually received the notice. If the Association's records show that a lot is owned by 2 or more persons, notice to one co-owner is deemed notice to all co-owners. Similarly, notice to one resident is deemed notice to all residents.

6.5. HEARING.

6.5.1. Request for Hearing. To request a hearing, an owner must submit a written request within 30 days after receiving the Association's written notice. Within, 10 days after receiving the owner's request for a hearing, and at least 10 days before the hearing date, the Association will give the owner notice of the date, time, and place of the hearing. If the Association or the owner requests a postponement of the hearing, the hearing will be postponed for up to 10 days. Additional postponements may be granted by agreement of the parties.

6.5.2. Pending Hearing. Pending the hearing, the Board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the action described in the Association's written notice.

6.5.3. Attendance. The hearing may be held with or without the presence of the owner or the owner's representative.

6.5.4. Hearing. The hearing may be held in a closed or executive session of the Board. At the hearing, the board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication.

6.5.5. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or charge, if any, imposed, or abatement or suspension action, if any, authorized. A copy of the written notice and request for hearing should be placed in the minutes of the hearing. If the owner appears at the hearing, the notice requirement will be deemed satisfied.

6.6. ACTIONS EXEMPT FROM NOTICE AND HEARING REQUIREMENTS. As a general rule every action other than the above-described actions requiring notice and hearing are impliedly exempt from the requirements of this Article. As permitted by applicable Law, such as Section 209.007 of Texas Property Code, the following actions are expressly exempt:

- a. A temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the notice and hearing procedures prescribed by this Article.
- b. A lawsuit in which the Association seeks a temporary restraining order or temporary injunctive relief.
- c. A lawsuit filed by the Association that includes foreclosure as a cause of action.
- d. The collection of delinquent assessments.

6.7. IMPOSITION OF FINE. Within 30 days after levying the fine or authorizing the abatement, the Board must give the owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the owner is actually present the notice requirement will be satisfied. Otherwise, the notice must be in writing.

6.7.1. Amount. The Board may set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the board allows fines to accumulate, it may establish a maximum amount for a particular fine at which point the total fine will be capped.

6.7.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

6.7.3. Other Fine Related. The Association is not entitled to collect a fine from an owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Board may adopt a collection policy that applies owners' payments to unpaid fines before retiring other types of assessments.

6.8. ADDITIONAL ENFORCEMENT RIGHTS. Notwithstanding the notice and hearing requirement, the board may take immediate and appropriate action, without giving the notices required in this Article against violations of the Documents which, in the Board's opinion, are: (1) self-evident such as vehicles parked illegally or in violation of posted signs; (2) threatening to life or property, or (3) repeat violations of the same provision by the same owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.

ARTICLE 7

OBLIGATIONS OF THE OWNERS

7.1. NOTICE OF SALE. Any owner intending to sell or convey his lot or any interest therein must give written notice to the Board of his intention, together with: (1) the address or legal description of the lot being conveyed; (2) the name and address of the intended purchaser; (3) the name, address, and phone number of the title company or attorney designated to close the transaction; (4) names and phone numbers of real estate agents, if any, representing seller and purchaser; and (5) scheduled date of closing, an owner will furnish this Information to the Board at least 10 business days before the scheduled closing or conveyance. The requirements of this Section may be satisfied by giving the Association a copy of an accepted resale contract in connection with the owner's request to the Association for a resale certificate.

7.2. PROOF OF OWNERSHIP. Any person, on becoming an owner of a lot, must furnish to the Board evidence of ownership in the lot, which copy will remain in the files of the Association. A copy of the recorded deed is the customary evidence. The Association may refuse to recognize a person as a member unless this requirement is first met. This requirement may be satisfied by receipt of a board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the lot or any interest therein.

7.3. OWNERS' INFORMATION. Within 30 days after acquiring an ownership interest in a lot, the owner must provide the Association with the owner's mailing address, telephone numbers and driver's license number, if any; the name and telephone number of any resident other than the owner, and the name, address and telephone number of any person managing the lot as agent of the lot owner. An owner must notify the Association within 30 days after he has notice of a change in any information required by this Section, and must provide the information on request by the Association from time to time.

7.4. MAILING ADDRESS. The owner or several co-owners of a lot must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an owner fails to maintain a current mailing address with the Association, the address of the owner's lot is deemed to be his mailing address.

7.5. REGISTRATION OF MORTGAGEES. Within 30 days after granting a lien against his lot, the owner must provide the Association with the name and address of the holder of the lien and the loan number. The owner must notify the Association within 30 days after he has notice of a change in the information required by this Section. Also, the owner will provide the information on request by the Association from time to time.

7.6. ASSESSMENTS. All owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the declaration. A member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his lot.

7.7. COMPLIANCE WITH DOCUMENTS. Each owner will comply with the provisions and terms of the Documents and any amendments thereto. Further, each owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

ARTICLE 8

ASSOCIATION RECORDS

8.1. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association will be made available for inspection and copying pursuant to applicable law, such as Article 1396-2.23 of the Texas Nonprofit Corporation Act.

8.4.1. Proper Purpose. The board may require a member to submit a written demand for inspection, stating the purpose for which the member will inspect the books and records. The Board has the following rights: (1) to determine whether the member's purpose for inspection is proper; (2) to deny the request if the Board determines that the member's purpose is not proper; (3) if granting the request, to identify which books and records are relevant to the member's stated purpose for inspection.

8.1.2. Copies. A member, at a member's expense, may obtain photocopies of books and records for which the board grants the right of inspection. The board has the right to retain possession of the original books and records, to make copies requested by the member, and to charge the member a reasonable fee for copying.

8.1.3. Member's Agent. A member's inspection of the books and records may be assisted or performed by the member's agent, accountant, or attorney.

8.1.4. Records of Attorneys and Accountants. The files and records of an attorney, or accountant who performs services for the Association are not records of the Association, are not subject to inspection by members, and are not subject to production in a legal proceeding.

8.2. RESALE CERTIFICATES. Any owner may prepare or cause to be prepared, assessment estoppel certificates or resale certificates pursuant to applicable law, such as Chapter 207 of the Texas Property code, titled Disclosure of Information by Property Owners Association. The Association may charge a reasonable fee for preparing such certificates, and may refuse to furnish such certificates until the fee is paid. Any unpaid fees may be assessed against the lot for which the certificate is furnished. The Association may relegate the responsibility for a resale certificate to its managing agent, if any.

8.3. MANAGEMENT CERTIFICATE. As required by applicable law such as Section 209.004 of the Texas Property Code, the Association will maintain a current management certificate in the county's public records. When the Association has notice of a change in any information in the recorded certificate, the Association will prepare a restated or amended certificate and deliver it to the county clerk for filing. Absent gross negligence, the Association is not liable for a delay or failure to record a certificate. The Association may delegate the responsibility for a management certificate to its managing agent, if any.

ARTICLE 9

NOTICES

9.1. CO-OWNERS. If a lot is owned by more than one person, notice to one co-owner is deemed notice to all co-owners.

9.2. DELIVERY OF NOTICES. Any written notice required or permitted by these bylaws may be given personally by mail by fax, or by any other method permitted by applicable law such as the Texas Nonprofit Corporation Act. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

9.3. WAIVER OF NOTICE. Whenever a notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice is equivalent to giving the notice. Attendance by a member or director at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the member or director of the time, place, and purpose of the meeting. If all members or directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

ARTICLE 10

AMENDMENTS TO BYLAWS

10.1. AUTHORITY. These bylaws, may not be amended by the board without approval by the members. These bylaws may be amended by the members according to the terms of this Article.

10.2. PROPOSALS. The Association will provide an owner of each lot, with a description, if not exact wording, of any proposed amendment. The description will be included in the notice of any annual or special meeting of the Association at which the proposed amendment is to be considered.

10.3. CONSENTS. Subject to the following limitation, an amendment to these bylaws must be approved by members representing at least a majority of the votes present (in person or by proxy) at properly called meeting of the Association for which a quorum is obtained. In other words, if a quorum is present, (in person or by proxy) at a meeting, the owners of a majority of the lots represented at the meeting -- even if less than a majority of the total lots may approve an amendment to these bylaws. However, this Section may not be amended without the approval of owners representing, at least a majority of the total lots in the Property.

10.4. MORTGAGEE PROTECTION. In addition to the notices and consents required by these bylaws, certain actions and amendments require notice to or approval by Eligible Mortgagees pursuant to the Mortgagee Protection Article of the declaration. If applicable, the Association must give the, required notices to, and obtain the required approvals from Eligible Mortgagees.

10.5. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument: (1) referencing the name of the property, the name of the Association, and the recording data of these bylaws and any amendments hereto; (2) signed and acknowledged by at least one officer of the Association; certifying the requisite approval of members and, if required, Eligible Mortgagees; and (3) recorded in the real property records of every county in which the Property is located. The Association will deliver a copy of each amendment to an owner of each lot at least 10 days before the amendments effective date. An amendment may be effective immediately if adopted at a meeting at which owners of two-thirds of the lots are represented.

ARTICLE 11

GENERAL PROVISIONS

11.1. COMPENSATION. A director, officer, member, or resident is, not entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, member, or resident. Nevertheless:

- a. Reasonable compensation; may be paid to a director, officer, member, or resident for services rendered to the Association in other capacities.
- b. A director, officer, member or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.
- c. The Board may budget and use Association funds, to purchase awards, certificates, a celebratory meal or other customary tokens demonstrations of appreciation for volunteer activities.
- d. This provision does not apply to distributions to lot owners permitted or required by the declaration.

"DRAFTER's DICTUM"

Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, and may create rights or duties not anticipated by this document.

11.2. CONFLICTING PROVISIONS. If any provision of these bylaws conflicts with any provision of the law of the State of Texas, the conflicting bylaws provision is null and void, but all other provisions of these bylaws remain in full force and effect. In the case of any conflict between the articles of incorporation of the Association and these bylaws, the declaration controls.

11.3. SEVERABILITY. Whenever possible, each provision of these bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these bylaws, by judgement or court order, does not affect any other provision which remains in full force and effect.

11.4. CONSTRUCTION. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

11.5. FISCAL YEAR. The fiscal year of the Association will be set by resolution of the Board and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

11.6. WAIVER. No restriction, condition, obligation, or covenant contained in these bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.7. PREPARER. These bylaws were originally prepared in the law offices of Sharon Reular of Settle & Pou, PC, 4131 N. Central Expressway, Suite 1000, Dallas, Texas 75204. The amended and restated bylaws were prepared by Shepherds Glen Village Association.

CERTIFICATION & ACKNOWLEDGMENT:

Signed this 16 day of November, 2022.

Shepherds Glen Village Association,
A Texas non-profit corporation

By: Mark W. McGraw
Mark W. McGraw
Board President

STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the 16 day of November, 2022, by Mark W. McGraw, President of Shepherds Glen Village Association, a Texas non-profit corporation.



By: Krystal Juarez
Notary Public

AFTER RECORDING RETURN TO:

**Shepherds Glen Village Association
P.O. Box 283
Salado, Texas 76571**



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2022069545

As
BYLAWS

Recorded On: November 16, 2022

Parties: SHEPHERDS GLEN VILLAGE ASSOCIATION

To SHEPHERDS GLEN

Comment:

Billable Pages: 17

Number of Pages: 18

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$69.00
Total Fees:	\$75.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

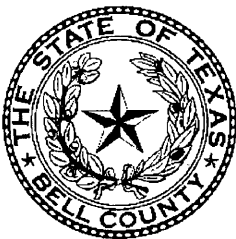
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2022069545
Receipt Number: 316718
Recorded Date/Time: 11/16/2022 3:01:34 PM
User / Station: fosterk - BCCCD0639

Record and Return To:

SHEPHERDS GLEN VILLAGE ASSOCIATION
PO BOX 283
SALADO, TX 76571



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk