2-19-22

SCANNED

BYLAWS

OF

BEXAR COUNTY HIGHLANDS RANCH HOMEOWNERS ASSOCIATION, INC.

INDEX

BYLAWS
OF
BEXAR COUNTY HIGHLANDS RANCH
HOMEOWNERS ASSOCIATION, INC.

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BYLAWS
OF
BEXAR COUNTY HIGHLANDS RANCH HOMEOWNERS ASSOCIATION, INC.
(AMENDED)

ARTICLE I
GENERAL

1.01. Name. The name of the organization is BEXAR COUNTY HIGHLANDS RANCH HOMEOWNERS ASSOCIATION, INC.

1.02. Gender. The use of the male gender hereinafter is intended to include both male and female genders.

ARTICLE II
DEFINITIONS

2.01. Absentee Ballot. A form(s) that is provided by the Board for a Member's use in voting for Directors or other matters by being delivered by regular mail, electronic mail ("email"), completion of a form set forth on the Association's website, facsimile, courier service, or in person, or any other method adopted by the Board of Directors, in the event that the Member cannot be present in person to cast a vote or does not provide a Proxy to another Member. Absentee Ballots shall be counted in the determination of a Quorum, except where stated in Section 4.05. In lieu of using an Absentee Ballot form with the Member's actual signature on it, a Member may simply use a message delivered by email, provided that such message clearly and completely sets forth the items being voted on by the Members as set forth in the Absentee Ballot form.

2.02. Association. Bexar County Highlands Ranch Homeowners Association, Inc., a non-profit Association chartered under the laws of the State of Texas, its successors and assigns as provided for herein and in the Declarations, filed of record in the Real Property Records of Bexar County, Texas.

2.03. Ballot. A form(s) provided by the Board for a Member's use in voting in person for Directors or other matters at a meeting where a Quorum of Members is present. The name and address of the Ballot must be filled out completely and the Ballot signed.

2.04. Board of Directors. The Board of Directors of the Association as set forth in Article VI hereof.

2.05. Builder Members. Those Members approved for construction of residences within the Properties and owning one or more Lots for the purpose of such construction and sale to others.

2.06. Common Facilities. Any and all property, including real and personal property, owned or leased by the Association for the common use and enjoyment of the Members of the Association.

2.07. Declarant. Country Bend Properties, a Texas general partnership, the property developer of Units 1 through 4 of the planned unit development known as Highlands Ranch, and/or Dancing Rabbit, Ltd., a Texas limited partnership, the property developer of Units 5 and 6 of the planned unit development known as Highlands Ranch.

2.08. Declarations. The Declaration of Covenants, Conditions and Restrictions for Highlands Ranch, Units 1 through 6, Planned Unit Development, including amendments or supplements thereto which may now exist or hereafter be adopted, applicable to the Properties or any part thereof.

2.09. Fiscal Year. The period from January 1 through December 31 of each calendar year used as the Association's annual accounting and tax reporting period.

2.10. Living Unit. Any single family residence and its attached or detached garage situated upon a Lot.

2.11. Lot. Any separately numbered plot of land shown on the Subdivision Plat, or any consolidation of two or more such adjoining plots to form a single home site (with the approval of the Architectural Control Committee or the Board of Directors of the Association, as applicable). Members shall be entitled to only one (1) vote for each single Lot or each consolidated Lots in which they hold an ownership interest as required for membership by the Declarations. Consolidated Lots with a single home site shall be subject to an assessment as if it were a single Lot.

2.12. Member. Any Owner who is a member of the Association as provided in Article IV of these Bylaws.

2.13. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

2.14. Properties. Certain real property lying within planned unit development of Highlands Ranch, and additions thereto, as are or may become subject to the jurisdiction of the Association. The terms "Properties or Property" shall also include each separate owner's Lot or Lots and structures thereon.

2.15. Proxy. A form provided by the Board for (a) a Member's ("Grantor's") use in naming a second Member ("Grantee") to vote and act on behalf of the Grantor in the event the Grantor is not available to cast votes or otherwise participate at a specific meeting of the Members or (b) a Board member's ("Grantor's) use in naming a second Board member ("Grantee") to vote and act on behalf of the Grantor in the event the Grantor is not available to participate at a specific meeting of the Board. The Proxy can be provided (1) by completing a paper copy that is filled ouot completely, with Grantor's signature, or (2) by completing an electronic copy that is filled oout completely, including the space that requires and indication of a signature. The Grantor must notify the Grantee that a Proxy has been granted. A Proxy shall counted in the determination of a quorum.

2.16. Subdivision Plat and/ or Subdivision Plats. Maps or plats of HIGHLANDS RANCH PLANNED UNIT DEVELOPMENT, filed for record in Deed and Plat Records of Bexar County, Texas, as follows:

A. Unit 1: Volume 9532, Page 150;
B. Unit 2: Volume 9537, Page 91;
C. Unit 3: Volume 9541, Page 175-176;
D. Unit 4: Volume 9544, Page 102-103;
E. Unit 5: Volume 9560, Page 132-135;
F. Unit 6: Volume 956, Page 167-169;

and any amendment thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas.

ARTICLE III
PURPOSE

3.01. The primary purpose of the Association is to maintain and administer the Common Facilities and to collect and disburse the assessments and charges hereinafter created, with regard to the residential properties known as Highlands Ranch, such additions thereto as may be brought within the jurisdiction of the Association, subject to the provisions of the Declarations.

3.02. All present or future owners, present or future tenants, or any other person that might use the Common Facilities in any manner, are subject to these Bylaws. The mere acquisition or rental of any Lot or the mere act of occupancy of any Lot will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE IV
MEMBERSHIP, VOTING, QUORUM, PROXIES AND ABSENTEE BALLOTS

4.01. Membership. Any person on becoming an Owner of any Lot shall automatically become a Member of this Association and be subject to these Bylaws, provided, however, that any person or entity holding an interest in any such Lot merely as security for the performance of an obligation, shall not be a Member. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Properties during the period of such ownership and membership in the Association. Nor shall such termination impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner/Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

4.02. Voting Rights. Owners shall be entitled to one vote for each Lot, as defined in Section 2.11 of these Bylaws, in which they hold the interest required for membership in Section 4.01. 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.

4.03. Quorum. Except as provided in Section 10.05 or as otherwise provided in these Bylaws, the Articles of Incorporation, or the Declarations, Members submitting ballots by regular mail, electronic means or facsimile under guidelines established by the Board of Directors (each such ballot called an "Absentee Ballot") and members present in person, by electronic means or by proxy representing 30% of the ownership of all Lots shall constitute a quorum.

4.04. Voting Method and Proxies. Votes may be cast by Absentee Ballot, in person, or by proxy. Absentee Ballots must be filed with the Secretary three (3) days prior to the Regular or Special Meeting date in order for the Absentee Ballots to be counted on any matter to be voted on. Proxies must be filed with the Secretary or provided to another Member, who is designated to vote the proxy, prior to the convening of a Regular or Special meeting in order for the proxies to be voted on any matter on which the Proxies are to be exercised.

4.05. Absentee Ballots Invalid or Valid. Notwithstanding any other provisions in these Bylaws, if the nature of any matter, except for election of Board members, to be voted on at a Regular or Special meeting, for which Absentee Ballots have been submitted, is changed from that for which the Absentee Ballots were submitted, the Absentee Ballots shall not be counted as actual votes or in determination of a Quorum (i.e., they will be invalid). Absentee Ballots submitted in a Board member election shall remain valid as actual votes and in determination of a Quorum even if there are nominations from the floor.

4.06. Written and Non-written Ballots. Except for uncontested elections of Board Directors, written Ballots are required for the following types of votes:

votes taken at a meeting other than where Members are present (i.e. a meeting not held in person); votes in an election to fill a Board position; votes for a proposed amendment to the Declaration; votes to increase assessments or adopt special assessments, subject to requirements set for in the Declaration or in these Bylaws; and votes for the proposed removal of a Board member by Members. At the discretion of the Board, non-written votes may be allowed on other matters.

4.07 Method of Notices and Communications. Except as otherwise stated herein, any notice or other communication from the Board and its agents may be provided to Members by any method deemed appropriate by the Board.

ARTICLE V
MEMBERS OF THE ASSOCIATION

5.01. Association Responsibilities. The Owners will constitute the Association and will have the responsibility of administering the Properties through the Board of Directors.

5.02. Place and Time of Meetings. Meetings of the Association shall be held at such place and such time as the Board of Directors may determine.

5.03. Annual Meeting. An annual meeting of the Association shall be held at a location in Bexar County, Texas, or an adjacent county and convene on a date approved by the Board of Directors not earlier than February 16 and not later than March 31. At such meeting, the business set forth in the Notice of Annual Meeting shall be conducted. The Owners may also transact such other business of the Association as may properly come before them at the meeting. Any amendment to the Declarations shall require the consent of at least sixty-seven percent (67%) of all Owners. Except as stated in Sections 6.16.I, 616.N, 10.03 and 10.04 (also see Section 10.08) or as otherwise stated in these Bylaws, all other business requiring a vote by Owners for approval shall be by the consent of more than fifty percent (50%) of the Owners at a meeting at which a quorum exists.

5.04. Special Meetings. It shall be the duty of the President of the Board of Directors to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by thirty percent (30%) of the Owners and having been presented to the Secretary. The Notice of Special Meeting shall state the time and place of such meeting and the specific purpose thereof. No business shall be transacted at a special meeting except as specifically stated in the Notice, unless by consent of at least sixty-seven percent (67%) of all Owners. Any amendment to the Declarations shall require the consent of at least sixty-seven percent (67%) of all Owners. Except as stated in Sections 6.16.I, 6.16.N, 10.03 and 10.04 (also see Section 10.08) or as otherwise stated in these Bylaws, all other business requiring a vote by

Owners for approval shall be by the consent of more than fifty percent (50%) of the Owners at a meeting at which a quorum exists.

5.05. Notice of Meetings. It shall be the duty of the Secretary to send a Notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner, at least twenty (20) days prior to Annual Meeting and twenty-five (25) days prior to any Special Meeting, but not more than sixty (60) days for either. The submission of a Notice in the manner provided in this paragraph shall be considered notice served. The Notice for any meeting shall include, at a minimum, a listing of the business to be covered and, for the Annual Meeting, the names and biographical data of nominees by the Nominating Committee to fill vacancies on the Board of Directors.

5.06. Record Dates and Lists of Members.

A. Members Entitled to Notice of Meeting. The Notice Record Date for determination of Members entitled to notice of a Members' meeting shall be five (5) days prior to the applicable Notice of Meeting date. In compliance with Section 5.05, said Notice Record Date shall be at least twenty-five (25) days prior to the Annual Meeting date and thirty (30) days prior to a Special Meeting date.

B. Members Entitled to Vote. The Vote Record Date for determination of Members entitled to vote at a Members' meeting shall be five (5) days prior to the date of the applicable meeting. Therefore, only Members who are Owners on the Vote Record Date shall be entitled to vote.

C. Lists of Members. The Secretary of the Board shall prepare a list of Members as of the Notice Record Date and a list of Members as of the Vote Record Date, with said lists showing the names, addresses, and number of votes each Member is entitled to cast at the applicable meeting. Said lists shall be available for review by any Member prior to and including the applicable meeting date.

5.07. Adjourned Meeting. If any meeting of Members cannot be convened because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, subject to the Notice requirements stated in Section 5.05.

5.08. Order of Business. The order of business at all meetings of the Owners shall generally be as follows under rules established by the Board of Directors:

A. Call to order, recording of attendance and verification of a quorum
B. Introduction of directors and guests
C. Reading and approval of minutes of preceding meeting

D. Reports of officers
E. Reports of committees
F. Election of Directors
G. Unfinished business
H. New business
I. Adjournment

5.09. Minutes of Meetings of Members. The Secretary of the Board, or his/her designee, shall prepare written minutes of each meeting of Members. These minutes shall be presented to the Members at the next meeting of Members for approval. See Section 8.05.

ARTICLE VI
BOARD OF DIRECTORS

6.01. Number and Eligibility. The affairs of this Association shall be governed by a Board of Directors composed of six (6) Owners. The size of the Board of Directors may be increased or decreased by amendment to these Bylaws. Resident and non-resident Owners are eligible to serve as a Director. However, no more than one (1) Director shall be an Owner who does not reside in the subdivision. No non-resident Owner is eligible for election while another non-resident Owner serves as a Director. If more than one (1) non-resident Owner is on the Ballot for election, only the one non-resident Owner candidate receiving the most votes of all of the non-resident Owner candidates shall be considered in determining which of all candidates are elected. A person may not serve on the Board if the person cohabits at the same primary residence with another Board member. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

6.02. Nominations Process and Elections. Only Owners are eligible for election to the Board of Directors. The following process shall be used for the nominations process and elections.

A. Nominations by Nominating Committee.
   1. Between September 15 and December 14, the Board of Directors shall appoint a Nominating Committee, consisting of three (3) Owners, for the purpose of nominating candidates for election to the forthcoming vacancies on the Board of Directors and shall send a notice to the Owners as soon as possible after selection of the committee members, advising them of the names of the members of the Nominating Committee.

2. Owners may submit names of eligible candidates (including themselves) in writing to the Nominating Committee during the time period specified by the Board in the Notice of Selection of Nominating Committee. Any Owner who submits a name (including themselves) as a candidate shall be listed on the Ballot (unless that person's name is submitted simply as a suggestion for the Nominating Committee to consider). In addition to Owners whose names are submitted, the Nominating Committee shall make as many nominations of Owners for election to the Board of Directors as the Nominating Committee shall in its sole discretion determine, but not fewer than the number of vacancies that are to be filled. The Nominating Committee, with assistance of the Board Secretary, shall determine that each nominee is an Owner.

3. The Nominating Committee shall provide the names of its nominees and other candidates (per 6.02.A.2) to the Board of Directors as soon as possible following the latter of the (1) the end date for Owners to submit names to the committee or (2) the date on which the Committee selects its nominees.

4. For each nominee and any other candidates, a brief written statement of qualifications and biographical data shall be obtained by the Nominating Committee.

B. Nominations from the Floor. Nominations from the floor may be made at the Annual Meeting. Nominees per Section 6.02.A,2 and members nominated from the floor may be given the opportunity at that the meeting to give a brief verbal statement of qualifications and biographical data. Prior to voting, the Secretary shall determine that said nominees and any other candidates are Owners to be eligible for inclusion on the ballot. Nominations from the floor shall not invalidate previously cast votes by Absentee Ballot and Proxy.

C. Notification to Members. Based on the date of the Annual Meeting pursuant to Section 5.03, the Board of Directors shall send the Notice of the Annual Meeting required by Section 5.05 to all Members setting forth the business to be covered, including a Report of the Nominating Committee and biographical data of each known candidate for vacancies on the Board of Directors.

D. Ballots, Proxies, and Voting. On votes requiring paper copy or electronic Ballots and Proxies, these forms shall be sent to Owners by regular mail or electronic mail by the Board to Owners with the Notice of the Annual Meeting. They may also be posted on the Association's website. Owners shall cast their votes by Absentee Ballot (see Section 4.04), or in person or by Proxy prior to or at the Annual Meeting. All Ballots and Proxies shall be signed. No more than one vote per Lot shall be cast. If the number of nominees by the Nominating Committee and other candidates does not

exceed the number of vacancies, the President of the Board shall announce that such nominees/candidates have been elected by acclamation and that the casting of ballots shall not be necessary.

E. Tabulation of Votes and Recounts. (1) The Board shall appoint the tabulators of votes, none of whom shall be Directors for the upcoming year or candidates for election or relatives of either. The tabulators of a vote or a recount of votes cannot disclose how individual Owners voted, unless required to do so by Court order. Ballots are confidential. Other than the Board and their designated tabulators, Owners are not entitled to see Ballots. (2) Any Owner may require a recount of votes not later than the 15th day after the later of (a) the date of any meeting of Owners at which a vote was held or (b) the date of the announcement of the results of a vote. This request must be in writing and sent by certified mail or delivered in person to the Association's managing agent. The Association shall cause a recount to be conducted in accordance with Texas Property Code, Section 209.0057.

6.03. Term of Office. The term of office of each Director shall be three (3) years. Directors' terms shall be staggered in a manner that one-third of the Directors are elected or re-elected each year, avoiding complete turnover of Directors at any annual election. Each Director shall serve from the date of the annual meeting at which he is elected until the date of the Annual Meeting at the end of the period for which he is elected, even if the Annual Meetings are not on the same date each year. If the Bylaws are amended to increase the number of Directors, the Directors elected in any such year shall "flip coins" to determine which Director(s) shall serve less than a three (3) year term. If the Bylaws are amended to decrease the number of Directors, all existing Directors shall serve out their existing terms, unless a Director decides to resign early. If the existing Bylaws are amended to change the Annual Meeting date, the terms of the Directors serving at the time of the approval of the amended Bylaws shall not be shortened, but rather shall be extended in accordance with the change in the Annual Meeting date, including the terms of the Directors whose terms have not expired as of the date the existing Bylaws are amended and the terms of Directors who are elected at such date, but excluding Directors whose terms expire as of such date (unless such Directors are re-elected to new terms as of such date).

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

6.05. Removal of Directors. Any Director whose removal has been proposed shall be given an opportunity to be heard at the applicable meeting prior to the vote pertaining to removal. A successor to a Director shall remain a Director

until the expiration of the term for which the successor is elected or appointed. A Director may be removed from office by either of the following methods:

A. By the Owners. At any Annual or Special Meeting duly called, any one or more of the Directors may be removed with or without cause by vote of the Owners by the casting of votes in person, by proxy, and by Absentee Ballot, and a successor may then and there be elected by a vote of the Owners to fill the vacancy thus created by having nominations from the floor and the casting of votes in person, by proxy, and by Absentee Ballot.

B. By the Directors. At any duly called meeting of the Board of Directors, a Director may be removed only for cause by vote of a majority of the Directors, and either (1) a successor may then be appointed by a vote of a majority of the remaining Directors to fill said vacancy until the next regular election or (2) the majority of the remaining Directors may vote to leave the vacancy unfilled until the next regular election. Cause for removal shall include, but not be limited to, the following:

1. Failure to attend three (3) consecutive Board meetings if regular meetings are held less often than monthly.
2. Failure to attend three (3) Board meetings within a six-month period, if regular meetings are held monthly.
3. Recurring failure to comply with these Bylaws.

6.06. Organizational Meeting. The first meeting of the Board of Directors following the Annual Meeting shall be held within forty (40) days of said meeting. The highest ranking officer of the existing Board of Directors who remains as a Director on the new Board of Directors shall serve as the Acting President, shall send all Directors a notice of the time and place of the organizational meeting and shall preside over such meeting until new officers are elected. The business conducted at said meeting shall include at least the election of officers.

6.07. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, provided, however, that they must comply with other applicable provisions herein. One such meeting shall be held at least every four (4) months.

6.08. Special Meetings. Special meetings of the Board of Directors may be called by the President for any purpose considered necessary, provided that they comply with other applicable provisions herein.

6.09. Method and Place of Holding Meetings. Regular or special meetings may be held in person or by electronic or telephonic means or by videoconferencing or by a combination of such methods, provided that (a) each Director and Member in attendance may hear and be heard by all others in attendance and

(b) the Notice of meeting includes instructions to access any communication method required to be accessible by those in attendance. However, the Board can take action on routine and administrative matters (including reasonably unforeseen emergencies or urgent necessities) by obtaining unanimous written consent. Except for a meeting held by electronic or telephonic means, a meeting must be held in Bexar County, Texas, or an adjacent county.

6.10 Open Board Meetings, Notice to Members, Agenda, and Minutes.

A. Open Board Meetings. Board meetings shall be open to the Owners, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider the following:

1. Personnel matters;
2. Pending or threatened litigation;
3. Contract negotiations;
4. Enforcement actions;
5. Confidential communications with the Association's attorney;
6. Matters involving invasion of privacy of individual Owners; and
7. Matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors.

Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

The board may not, unless done in an open meeting for which a 144 hour (6 days) prior Notice was given to Owners before start of the meeting, consider a vote on the following:

1. Fines;
2. Damage assessment against an Owner;
3. Initiation of foreclosure actions against an Owner;
4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. Increase in assessments;
6. Levy of special assessments;
7. Appeals from a denial of plans by the Architectural Control Committee;
8. Suspension of a right of an Owner before the Owner has an opportunity to attend a Board meeting to present his or her position, including any defense, on the issue;
9. Lending or borrowing money;
10. Adoption or amendment of a dedicatory instrument;
11. Approval of an annual budget or approval of an amendment of an annual budget that increases the budget more than 10%;

12. Sale or purchase of real property;
13. Filling a vacancy on the Board;
14. Construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or
15. Election of an officer.

B. Notice to Members. Members shall be given written notice of the date, hour, and place of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

1. Sent by regular mail, electronic mail ("email"), or posting on the Association's internet website to each Owner not later than the 10th day or earlier than the 60th day before the date of any meeting; or
2. Provided at least 144 hours (6 days) before the start of a regular meeting and 72 hours (3 days) for a special meeting by:
   a. Posting the notice in a conspicuous manner reasonably designed to provide notice to Owners:
      (1) In a place located on the Association's common property or, with the Owner's consent, on other conspicuously located privately owned property within the Subdivision; or
      (2) On any Internet website maintained by the Association or by a management company on behalf of the Association; or
   b. Sending the notice by electronic mail to each Owner who has registered an electronic mail address with the Association.

C. Agenda. The Notice to Members of any meeting shall include an Agenda of the general subjects to be covered. The Agenda may be provided by any of the methods stated above for the Notice.

F. Minutes. The Secretary of the Board, or his or her designee, shall prepare written minutes of each meeting of the Directors. These minutes shall be presented to the Directors at the next meeting of Directors for approval.

6.11. Quorum. At all meetings of the Board of Directors, the presence in person of 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 official acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than quorum present, the President may reconvene the meeting at another time at which a quorum must be present to conduct business, subject to the notice requirements set forth heretofore.

6.12. Fidelity Bonds. In event that appropriate insurance is not provided in accordance with Section 6.16.D, the Board of Directors may require that all officers and employees of the Association handling or responsible for

Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

6.13. Critical Actions and Dates Relating to Annual Meeting. Based on the requirements under other sections of Articles V and VI, the following are dates related the annual meeting during which the indicated action must be taken:

Action	Required Date	Section
A. Board appoints Nominating Committee and Notifies all Members of Committee Names	Sept. 15 - Dec. 14	6.02.A.1
B. Members Submit Candidates	Specified by Board	6.02.A.2
C. Vote Record Date	5 days prior to meeting date	5.06.B
D. Notice Record Date	5 days prior to Notice of Meeting	5.06.A
E. Notice of Annual Meeting to Members	At least 20, but less than 60 days, prior to meeting date	5.05
F. Annual Meeting	Feb. 16 - Mar. 31	5.03

6.14. Legal Duties. The Directors, individually and severally, are required to comply with the following fundamental legal duties regarding governance of the Association:

A. Loyalty. Exercise of governance powers should be in the best interest of the Association and care should be taken not to use one's official position for individual advantage.

B. Obedience. Directors should ensure that the Association complies with all legal requirements, complies with its Articles of Incorporation, Bylaws, and Declarations, and complies with all statutory requirements.

C. Exercise of Ordinary Care. Directors should stay reasonably informed and make decisions in good faith and with the ordinary care of a prudent person (i.e., the Business Judgment Rule). Staying informed means to obtain and understand appropriate data, make a reasonable assessment of its quality and reliability, and determine if other data are needed. The Business Judgment Rule means that a Director cannot be held legally liable to the Association, the Members, or other interested parties for honest mistakes of judgment when that judgment is based on informed actions and if that Director acts with ordinary care, within the scope of his authority, in good faith, without any conflict of interest, and in furtherance of the Association's purposes.

6.15. General Powers and Duties. The Board of Directors shall have the duties of providing general direction for the Association and of administering

and controlling the affairs of the Association, and is granted under these Bylaws the powers to carry out these duties. The Board of Directors may perform all acts which the Association has authority to perform and which are not within the authority of the Owners to perform as stated within these Bylaws or the Declarations.

6.16. Other Powers and Duties. The powers hereby granted to the Board of Directors include, but are not limited to, the following:

A. Administer and enforce the Bylaws and Declarations.

B. Establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Common Facilities with the right to amend same from time to time, including such rules and regulations relating to traffic and parking as may be deemed necessary or convenient. A copy of such rules and regulations shall be provided to each Member and filed in the Official Public Records of Real Property of Bexar County, Texas, promptly upon the adoption thereof.

C. Keep in good order, condition and repair all of the Common Facilities and all items of personal property of the Association used in the maintenance and enjoyment of the Properties.

D. Obtain insurance in amounts considered appropriate by the Board of Directors for: physical damage to Common Facilities, comprehensive general liability, and professional liability for errors, omissions, or acts of Directors, Officers, committee members, employees, and agents for which the Association might be held liable.

E. Not later than December 31 of each year, fix, levy and collect regular assessments against each Lot for the following calendar year, subject to the maximum annual percentage increase and the vote of the Owners provided for in Section 10.03. Periodically levy and collect special assessments to meet operating or maintenance expenses or additional capital expenses, or because of emergencies, subject to a vote of the membership provided for in Section 10.04. Prepare or cause to be prepared a roster of the Lots and assessments applicable thereto and provide each Owner with a notice of the assessment. Establish a fund to accumulate monies for future repairs and capital improvements to the Common Facilities. Charge reasonable fees for the use of the Common Facilities.

F. Levy and collect assessments allocated to other properties based on determinations in accordance with contractual agreements between the Association and owners of other properties for the other properties' portion of maintenance and/or security costs of certain Common Facilities.

G. Collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner for the failure of such Owner to fulfill his obligations under Article X of these Bylaws or under the provisions of the Declarations.

H. Subject to Section 6.16.W., prosecute all claims of the Association, such as protecting all of the Properties and foreclosure under the Association's lien on a Property, for loss and damages or otherwise, including the authority to contract for the services of attorneys and determine when and whether to file suit. Such power shall extend to all causes of action which the Association may have, whether for damages at law or injunctive or other relief.
However, the Board may not foreclose an Owner's property if the debt securing the lien consists solely of fines, attorneys' fees relating to fines, charges to the Owner for his request of a recount of votes, and charges to the Owner for producing Association records requested by the Owner.

I. Borrow funds for the purpose of constructing or improving the Common Facilities and in aid thereof to mortgage the Common Facilities, and execute such instruments as necessary evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Properties may bear, but subject to a sixty-six and two-thirds percent (66-2/3%) vote of Owners present at which a quorum of the Owners exists as defined in Section 4.03.

J. Take such steps as are reasonably necessary to protect the Common Facilities against foreclosure.

K. Subject to Section 6.16.W., suspend the enjoyment rights of any Member to use Common Area for any period during which any assessment remains unpaid beyond the delinquency date set forth in Section 10.06.C, and for any period of time for which an infraction of the published rules and regulations of the Association, including the Bylaws and Declarations, remains unresolved.

L. Enter into contracts within the scope of their duties and powers. Bids from at least two (2) bidders shall be requested for any service contracts (including those with automatic renewal provisions), in amounts exceeding $50,000, using a bid process established by the Association. With regard to automatic renewal service contracts, the bid process must be completed prior to the automatic renewal date of such contracts.

M. Establish depository accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors and invest cash funds not currently needed for operations or capital expenditures in investment instruments approved by the Board of Directors.

N. Dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions

as may be approved by a sixty-six and two-thirds percent (66-2/3%) vote of Owners present at which a quorum exists as defined in Section 4.03, provided, however, the Board of Directors shall be empowered to accept donations of property to the Association on behalf of the Association which donations prohibit such dedications or transfers or are otherwise conditioned.

O. Keep and maintain full and accurate books and records showing all revenues, expenses, cash balances, and other appropriate asset and liability balances. Permit examination thereof at any reasonable time by each of the Owners, provided reasonable notice is given.

P. Hire a certified public accountant to compile, review or audit the annual financial statements of the Association for its fiscal year, unless the Board determines another time period is more appropriate from time to time.

Q. Provide to each Owner present at the Annual Meeting a statement showing, at a minimum, all revenues and expenses, on a cash basis of accounting, covering at least the preceding calendar year.

R. Meet at least once each four (4) months.

S. Designate the personnel necessary for the maintenance and operation of the Common Facilities.

T. Hire a management company or other parties to assist the Board of Directors and any of its officers in fulfilling their duties set forth in these Bylaws.

U. Delegate any of the aforementioned duties as the Board deems appropriate to committees that it has established.

V. In general, carry on the administration of this Association and do all of those things, necessary and reasonable, in order to carry out the communal aspect of subdivision ownership.

W. Notwithstanding the foregoing, in order for the Association to take any enforcement actions against any Owner with regard to such Owner's violation of provisions of the Declarations, or any guidelines, policies, rules, regulations, Bylaws, or Articles of Incorporation, the Association must follow the requirements set forth in Article XII of the Declarations and any policies adopted by the Board relating to such Article XII, each of which must comply with state law.

ARTICLE VII
COMMITTEES

7.01. Architectural Control Committee. The Board of Directors shall establish an Architectural Control Committee ("ACC"). The ACC shall assume all such duties as specified in the Declarations.

7.02. Other Committees. The Board of Directors shall establish other committees as it determines necessary from time to time.

7.03. Appointment of Committee Members and Terms of Office. The Board of Directors shall appoint the members of the ACC and all other committees, and the term of office shall be one year or until the next Organizational Meeting of the Board, whichever date is earlier. For the ACC, it cannot include a Member who is a member of the Board of Directors, a Board member's spouse, or a resident in the Board member's household. For any other committee members that the Board grants authority to exercise official acts on behalf of the Board, a majority of the committee members shall either be directors or officers appointed by the Board (see Section 8.07). All committee members must be Owners.

7.04. Selection of Committee Chairmen. The Board of Directors shall appoint the Chairman of each other committee or, at its sole option, permit the members of each committee to appoint the Chairman, with either method applied by a majority vote of the body making the appointment.

7.05. Meetings and Minutes. Meetings of each committee shall be held as often as requested by the Board of Directors. The Chairman of each committee shall provide adequate and timely notice of each meeting to each member and to each Director. The Chairman of each committee shall prepare, or have a member prepare, written documentation of each meeting and shall provide this to the Board of Directors if the Board asks for such.

7.06. Quorum and Voting. At all meetings, a majority of the committee members shall constitute a quorum and the acts of the majority of the committee members present at a meeting at which a quorum is present shall be the official acts of the committee.

7.07. Removal of Committee Members. The members of all committees shall serve at the pleasure of the Board of Directors and may be removed by the Board of Directors with or without cause.

7.08. Duties. All committee members shall have the same legal duties as the Board of Directors as set forth in Section 6.14. The duties for all committees shall be established by the Board of Directors to the extent not already set forth in the Declarations.

ARTICLE VIII
OFFICERS

8.01. Principal Officers. The principal officers of the Association in order of authority shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors.

8.02. Election and Appointment of Officers. The principal officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board. Other officers or agents may be appointed by the Board at any time and shall serve until the next organizational meeting of the Board. All officers and agents shall hold office at the pleasure of the Board.

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

8.04. President. The President shall be the chief executive officer of the Association. He shall preside at all duly called regular and special meetings of the Members of the Association and of the Board of Directors, unless he is unavailable for meetings and/or unable to carry out his duties, in which case the next officer in order of authority shall preside at such meetings and/or carry out his duties until such time that he is able to continue his duties. He shall have all the general powers and duties which are usually vested in the office of President of an association in the conduct of the affairs of the Association.

8.05. Secretary. The Secretary shall prepare, or cause to be prepared, and keep all the official minutes of all meetings of the Board of Directors and all meetings of the Members of the Association and shall provide a copy of the minutes to each Director within thirty (30) days following each meeting. The minutes of Board meetings shall be approved by the Board at the next Board meeting and the minutes of the meetings of the Members shall be approved at the next meeting of the Members. The Secretary shall make the approved minutes of Board meetings available to Members for inspection and provide a copy upon written request of a Member. The Secretary shall maintain, or cause to be maintained, a complete list of Members, their last known addresses as shown on the records of the Association, and the number of votes each is entitled to cast in matters coming before the Members for a vote. He shall, in general, perform all other duties incident to the office of Secretary.

8.06. Treasurer. The Treasurer shall have responsibility for Association funds and shall maintain, or cause to be maintained, full and accurate financial records for the Association. He shall be responsible for the deposit of all monies in the name of the Association in such depositories as he deems appropriate. He may invest cash funds not currently needed for operations or capital expenditures in investment instruments approved by the Board of Directors. He shall, in general, perform all other duties incident to the office of Treasurer.

8.07. Other Officers and Agents. The Board of Directors may appoint or hire other officers, such as Assistant Secretaries or Assistant Treasurers, and agents as it deems necessary to conduct the business of the Association. Such officers and agents may be Board members or non-Board members and shall have the authority to conduct business as relates to the typical authority associated with such positions or as specifically delegated by the Board.

ARTICLE IX
INDEMNIFICATION OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND EMPLOYEES

9.01. Indemnification Application. The Association shall indemnify any Director, Officer, Committee Member, and employee of the Association, his heirs, executors, administrators, personal representatives, successors, and assigns against all loss, costs and expense including counsel fees, to the fullest extent permitted by applicable laws promulgated by the United States of America and the State of Texas, including specifically Section 8.101(a), Texas Business Organizations Code, as it exists on the date these Bylaws are adopted or subsequent thereto, provided any such loss, costs and expense is directly attributable to such person's exercise of his duties on behalf of the Association. The foregoing rights shall not be exclusive of other rights to which such Director, Officer, Committee Member, or employee may be entitled. The Association shall be required, if available, to procure directors and officers errors and omissions insurance to cover all or a portion of the Association's obligation of indemnification.

9.02. Indemnification Not Applicable. Nothing in this Article IX shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director, Officer or Committee Member of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a Member or Owner of a Lot covered thereby.

ARTICLE X
OBLIGATIONS OF MEMBERS/OWNERS

10.01. Assessments. All Members/Owners shall be obligated to pay to the Association:

A. Regular Assessments and charges for operating costs and other designated purposes.

B. Special Assessments for increased operating costs and/or capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

C. The Regular and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued.

10.02. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the Members, and in particular, for the improvement, maintenance and operation of Common Facilities devoted to this purpose and related to the use and enjoyment by the Members.

10.03. Regular Assessments. The regular assessments shall be determined by the Board of Directors as provided for in Sections 6.16.E and 6.16.F. Any change in this assessment of more than ten percent (10%) from that of the preceding twelve-month period ending December 31 shall be subject to a sixty-six and two-thirds percent (66-2/3%) vote the Owners at a meeting at which a quorum exists.

10.04. Special Assessments. Any special assessments shall be recommended by the Board of Directors as provided for in Section 6.16.E. Such assessments shall be subject to a sixty-six and two-thirds percent (66-2/3%) vote the Owners at a meeting at which a quorum exists. The length of time any such assessment is to continue in force and the due date(s) for payment shall be fixed in the resolution authorizing such assessment. Said assessment amount and/or length of time for such assessment may be changed upon another vote of Owners.

10.05. Quorum for Actions Under Sections 10.03 and 10.04. The quorum required for any action by Owners under Sections 10.03 and 10.04 shall be as follows:

A. At the first meeting, Owners submitting Absentee Ballots and Owners present in person or by proxy constituting at least sixty percent (60%) of all Owners shall constitute a quorum.

B. If the required quorum is not forthcoming at such first meeting, another meeting may be called, subject to the notice requirement set forth in Section 5.05, and the required quorum at any such subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

10.06. Commencement of Assessments--Due Dates and Delinquency.

A. Due Dates---Regular Assessments. Regular Assessments apply on a calendar year basis and may be billed to Owners either annually, quarterly, or monthly, as determined by the Board of Directors. Any person who becomes an Owner after January 1 of any year shall pay a pro-rated assessment beginning as of the date the person becomes an Owner.

B. Due Dates---Special Assessments. The due date of any special assessment shall be fixed by resolution authorizing such assessment.

C. Delinquency. Any assessment that is not paid within thirty (30) days after its due date is delinquent and shall bear interest thereafter as set forth in Section 10.07.A.

10.07. Effect of Non-Payment of Assessments.

A. Lien for Non-Payment of Assessments. If any assessment is not paid on the date when due, such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the Owner's Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Board of Directors, or any agent it employs, may bring an action at law against the Owner to pay the same or to foreclose the lien against the Owner's Property. There shall be added to the amount of such assessment all reasonable expenses of collection, including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit.

B. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the applicable Owner's Property subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Property pursuant to a decree of foreclosure, or a conveyance expressly made in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, nor shall this subordination relieve any purchaser of such Property which has not been the subject of foreclosure or conveyance in lieu of foreclosure from liability for assessments arising prior acceptance of a deed to such Property.

C. Exempt Property. The charges and liens created herein shall apply only to the applicable Owner's Property, and the remainder of the Properties shall not be subject thereto.

10.08. Summary of Matters Requiring Greater Than a Simple Majority Vote. The Owners shall approve the following matters at an Annual or Special Meeting with the following vote percentages:

Section	Description of Matter
5.04	The addition of an item to the agenda at a Special Meeting that was not included in the Notice of Meeting requires the consent of sixty-seven percent (67%) of all Owners.
6.16.I	The Board's authority to borrow funds is subject to the consent of sixty-six and two-thirds percent (66-2/3%) of Owners present at which a quorum exists, with a quorum defined in Section 4.03.
6.16.N	The Board's authority to dedicate or transfer any of the Common Facilities to any public agency, authority, or utility requires the consent of sixty-six and two-thirds percent (66-2/3%) of Owners present at which a quorum exists, with a quorum defined in Section 4.03.
10.03	An increase in the Regular Assessment of more than ten percent (10%) annually requires the consent of sixty-six and two-thirds percent (66-2/3%) of Owners present at which a quorum exists, with a quorum defined in Section 10.05.
10.04	A Special Assessment requires the consent of sixty-six and two-thirds percent (66-2/3%) of Owners present at which a quorum exists, with a quorum defined in Section 10.05.

10.09. Compliance with Declarations and Bylaws. Each Owner shall comply strictly with the provisions of the Declarations and these Bylaws.

10.10. Use of Common Facilities. Each Owner may use the Common Facilities and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners. No part of the Common Facilities shall be (1) obstructed so as to interfere with its use for the purposes hereinabove recited, (2) appropriated for individual use to the exclusion of other Members, (3) used for general storage purposes, except as determined by the Board of Directors, or (4) used in any manner which will increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

ARTICLE XI
PAYMENTS TO MEMBERS, DIRECTORS AND COMMITTEE MEMBERS

11.01. No Owner, Director, Committee member or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors or Committees; provided, however, always: (1) that

reasonable compensation may be paid to any Owner while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, if such services would have otherwise been provided by an unrelated third party for compensation, and (2) that any member of the Board of Directors or Committees may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII
BYLAW AMENDMENTS AND CONFLICTING TERMS

12.01. Bylaw Amendments. These Bylaws may be amended, repealed, and/or restated in part or in their entirety at any regular or special meeting by an affirmative vote of a majority of the Members present at a meeting at which a quorum of the Owners is present, in accordance with Sections 4.03, 4.04, and 4.05 of these Bylaws, other than amendments required as the result of changes in provisions of the Texas Property Code or other laws that are applicable to property owners' associations. In the latter case, the Board shall make such amendments, as permitted by Section 22.102(c) of the Texas Business Organizations Code. The board shall first provide such amendments to the Owners and allow at least fifteen (15) days for Owners to ask questions and at least fifteen (15) days for the Board to reply to the questions. These Bylaws supersede all Bylaws and amendments thereto previously adopted by Boards of Directors of the Association.

12.02. Conflicting Terms. In the event of any conflict between the terms of the Articles of Incorporation of the Association ("Articles"), the Declarations, and/or these Bylaws, the terms of the Articles shall govern and control. In the event of conflict between the provisions of the Declarations and these Bylaws, the provisions of the Declarations shall govern and control. In the event of conflict between the provisions of the Texas Property Code that are applicable to property owners' associations and these Bylaws or the Declarations, the provisions of the Texas Property Code shall govern and control.

ARTICLE XIII
APPROVAL AND CERTIFICATION

13.01. The undersigned hereby certify that on the 19th day of February 2022, at a duly called meeting of the Members of Bexar County Highlands Ranch Homeowners Association, Inc., these Bylaws were approved by the Owners, to be effective upon recorded in the Official Public Records of Bexar County, Texas.

JoAnn Browne

Jo Ann Browne, President of the Board of Directors

Mary Teders

Mary Teders, Secretary of the Board of Directors

STATE OF TEXAS §

COUNTY OF BEXAR §

NATHAN R FOWLER
Notary ID #124732227
My Commission Expires
February 28, 2024

Before me, the undersigned notary public, on this day personally appeared Jo Ann Browne, President of Bexar County Highlands Ranch Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 9th day of March 2022.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

NATHAN R FOWLER
Notary ID #124732227
My Commission Expires
February 28, 2024

Before me, the undersigned notary public, on this day personally appeared Mary Teders, Secretary of Bexar County Highlands Ranch Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 9th day of March 2022.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Bexar County Highlands Ranch Homeowners Association, Inc.
C/o Diamond Association Management & Consulting
14603 Huebner, Bldg. 40
San Antonio, Texas 78230

VG-76-2022-20220088218

File Information

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LUCY ADAME-CLARK, BEXAR COUNTY CLERK

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STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
4/7/2022 2:29 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk