

**BYLAWS OF
BULL HIDE ESTATES HOMEOWNERS' ASSOCIATION**

Basic Information

Homeowners Association: BULL HIDE ESTATES HOMEOWNERS' ASSOCIATION, a Texas nonprofit corporation.

Principal Office: 1224 Austin Avenue, Suite 300, Waco, Texas 76701, provided that the Board shall have the power to change the location of the principal office.

Declaration: The Declaration of Covenants, Conditions, and Restrictions of the Bull Hide Estates Subdivision, recorded under County Clerk's Instrument No. 2023033668, Official Public Records of McLennan County, Texas, as amended.

Definitions: Capitalized terms used but not defined herein shall have the meaning set forth in the Declaration.

A. Members

A.1. Membership. Every Owner of a Residential Lot in Bull Hide Estates is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Residential Lot. The Association has two classes of voting Members:

A.1.a. Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Residential Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Residential Lot.

A.1.b. Class B. The Class B Member is Declarant. The Class B Member shall have ten votes for each Residential Lot it owns.

A.2. Place of Meeting. Members meetings will be held at the Association's principal office or at another place designated by the Board.

A.3. Annual Meetings. Annual Members meetings will be held each year at such time and place as shall be determined by the Board.

A.4. Special Meetings. The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by at least 20% of the Class A Members.

A.5. Notice of Meetings, Election, and Vote. Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten nor more than 50 days before the meeting. For voting not at a meeting, notice must be given not later than the 20th day before the latest day on which a ballot may be submitted to be counted. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in such notice. Notice to a Member must state the purpose of an association-wide election or vote and is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid.

A.6. Waiver of Notice. A Member may, in writing, waive notice of a meeting. Participation in a meeting shall constitute attendance and presence in person at such meeting, except where a Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

A.7. Quorum. A Simple Majority of all Members, represented in person or by proxy, shall constitute a quorum at a meeting of Members.

A.8. Majority Vote. With respect to any matter, other than a matter for which the affirmative vote of the holders of a specified portion of the votes of all Members entitled to vote is required by the Dedicatory Instruments or Applicable Law, the affirmative vote of a Simple Majority at a meeting of Members at which a quorum is present shall be the act of the Members.

A.9. Voting Methods. Members may, at the option of the Board, vote in person, by proxy, by absentee ballot, by electronic ballot, or by any other process approved by the Board. A Member must be allowed to vote by absentee ballot or proxy, but the Board is not required to provide a Member with more than one voting method.

A.10. Conduct of Meetings. The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the Members.

B. Board

B.1. Governing Body; Composition. The affairs of the Association are governed by the Board.

Each director has one vote. The initial Board is composed of the directors appointed in the Association's certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

B.2. Qualifications.

B.2.a. Member. Following expiration of the Declarant Control Period, each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary of the Association as the representative of such entity.

B.2.b. Felony or Crime Involving Moral Turpitude. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a director was convicted of a felony or crime involving moral turpitude not more than twenty years before the date the Board is presented with the evidence, that director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

B.2.c. Cohabitation of Directors. Following expiration of the Declarant Control Period, a Member may not serve on the Board if the Member cohabits at the same primary residence with a director.

B.3. Number of Directors. The Board consists of not less than three nor more than ten directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

B.4. Appointment and Election of Directors.

B.4.a. Subject to Applicable Law, during the Declarant Control Period, all members of the Board shall be appointed by the Declarant. Control of the Association shall only be vested in the Class A Members after expiration or termination of the Declarant Control Period, subject to Applicable Law.

B.4.b. At the first annual meeting of the Members following expiration or termination of the Declarant Control Period, the Members shall elect three directors, one to serve a one-year term, one to serve a two-year term, and one to serve a three-year term. At each subsequent annual Members meetings, successors for each director whose term is expiring will be elected to serve a term of three years. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Members will hold office until their respective successors have

been elected.

B.5. Removal of Directors and Vacancies

B.5.a. Removal by Declarant. Any director may be removed, with or without cause, by the Declarant during the Declarant Control Period.

B.5.b. Removal by Members. Following expiration or termination of the Declarant Control Period, any director may be removed, with or without cause, by a Simple Majority at a meeting of the Members. Any director whose removal is sought will be given notice of the proposed removal.

B.5.c. Removal by Board. Any director may be removed at a Board meeting if the director-

- i. fails to attend three consecutive Board meetings; or
- ii. is delinquent in the payment of any Assessment for more than 30 days.

B.5.d. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

B.5.e. Successors. If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

B.6. Compensation. Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

B.7. Powers. The Board has all powers necessary to administer the Association's affairs.

B.8. Management. The Board may employ a managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.

B.9. Accounts and Reports. Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

B.9.a. An income statement reflecting all income and expense activity for the preceding period.

B.9.b. A statement reflecting all cash receipts and disbursements for the preceding period.

B.9.c. A variance report reflecting the status of all accounts in an “actual” versus “approved” budget format.

B.9.d. A balance sheet as of the last day of the preceding period.

B.9.e. A delinquency report listing all Owners who are delinquent by more than 30 days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

B.10. *Borrowing.* The Board, on behalf of the Association, may borrow money necessary to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a special Assessment, the Board may borrow money for any other purpose.

B.11. *Rights of Association.* With respect to the Common Area, and in accordance with the Declaration, the Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

B.12. *Enforcement Procedures*

B.12.a. *Notice.* Before the Board may (i) suspend an Owner’s right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Association’s lien, (iv) charge an Owner for property damage, (v) levy a fine for a violation of the Dedicatory Instruments, or (vi) report any delinquency of an owner to a credit reporting service, the Association or its agent must give written notice to the Owner as required or permitted by Applicable Law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner. The notice must also (i) inform the Owner that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Owner may request a hearing in accordance with Texas Property Code section 209.007 on or before the 30th day after the date the notice was mailed to the Owner, (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

B.12.b. Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

The Association must hold a hearing under this section not later than the 30th day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed.

C. Board Meetings

C.1. Meetings. Except as permitted by Applicable Law, all regular and special meetings of the Board must be open to the Owners. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county. A board meeting may be held by electronic or telephonic means, provided all Owners and Board Members have access to the communication at the meeting as required by Applicable Law.

C.2. Notice. Owners and Board Members must be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. Notice must be given as required by Applicable Law.

C.3. Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where the director attends a 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.

C.4. Quorum of Board. At all meetings, a majority of the Board, represented in person or by proxy, will constitute a quorum, and the votes of a majority of the directors represented in person or by proxy at a meeting at which a quorum is present constitutes the decision of the Board.

C.5. Conduct of Meetings. The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors. The Board meeting will be conducted as required by Applicable Law.

C.6. Proxies. Directors may vote by written proxy.

D. Officers

D.1. Officers. The officers of the Association are a president, secretary, and treasurer. The president shall be a member of the Board. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

D.2. Election, Term of Office, and Vacancies. Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

D.3. Removal. The Board may remove any officer whenever, in the Board's judgment, the interests of the Association will be served thereby.

D.4. Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

D.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Miscellaneous

F.1. Fiscal Year. The Board may establish the Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Association's fiscal year is a calendar year.

F.2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

F.3. Conflict. The Declaration controls over these Bylaws.

F.4. Inspection of Books and Records

F.4.a. Inspection by Member. After a written request to the Association, a Member may examine and copy, in person or by agent, any Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

F.4.b. Inspection by Director. A director has the right, at any reasonable time, and at the Association's expense, to (i) examine and copy the Association's books and records at the Association's principal office and (ii) inspect the Association's properties.

F.5. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given as required or as permitted by Applicable Law. All other notices may be given by regular mail. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member at the Member's last known address according to the Association's records, and (b) the Association, the Board, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by Applicable Law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

F.6. Amendment. These Bylaws may be amended as follows:

F.6.a. By Declarant. During the Declarant Control Period, Declarant may unilaterally amend

these Bylaws if such amendment is necessary: (i) to correct typographical or grammatical errors, ambiguities, or inconsistencies contained in these Bylaws, provided that any such correction must not materially impair or affect a vested property right of any Member; (ii) to enable any reputable title insurance company to issue title insurance coverage on any portion of the Property; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on the Lots; (iv) to bring any provision into compliance with any conflicting Applicable Law; or (v) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this subsection shall not materially and adversely affect the title to any Lot, unless the Owner of such Lot shall consent in writing.

F.6.b. By Owners. These Bylaws may be amended at any time by a Super Majority of all Members; provided, however, that any such amendment that purports to amend any rights reserved by Declarant in these Bylaws must be approved by Declarant in writing.

[Signatures Follow This Page]

CERTIFICATION


I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of BULL HIDE ESTATES HOMEOWNERS ASSOCIATION, a Texas non-profit corporation;

That the foregoing Bylaws constitute the Bylaws of said Association, as adopted by resolution of the Board of Directors.

IN WITNESS WHEREOF, I have subscribed my name to this certification as of November 14, 2023.

BULL HIDE ESTATES HOMEOWNERS
ASSOCIATION, a Texas nonprofit corporation

By: 
Name: Shane Turner
Title: Secretary