

BYLAWS
OF
KHALEDI VILLAS HOMEOWNERS ASSOCIATION INC
(A Texas Nonprofit Corporation)

ARTICLE 1

INTRODUCTION

- 1.1. **PURPOSE OF BYLAWS.** These Bylaws (“Bylaws”) provide for the governance of KHALEDI VILLAS HOMEOWNERS ASSOCIATION INC (“Association”) a Property Owners Association, as that term is defined in Texas Property Code §209.002(7), whose Members consist of the owners of Lots in Khaledi Villas Townhomes Subdivision, located in Webb County, Texas (“Subdivision”), covered by a dedicatory instruments entitled Declaration of Covenants, Conditions and Restrictions for Khaledi Villas Townhomes, recorded as Document #1480188, Pages 269-325, Official Records of Webb County, Texas (“Declaration”).
- 1.2. **DEFINITIONS.** Words and phrases defined in the Declaration shall have the same meanings when used in these Bylaws. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Texas Property Code § 209.002 shall have the same meaning when used in these Bylaws. The following words and phrases shall have specified meanings when used in these Bylaws:
- (a) “Board of Directors” or “Board” means the Board of Directors of Khaledi Villas Homeowners Association Inc, the group of persons vested with the management of the affairs of the Association.
 - (b) “Board Meeting” means a deliberation between a quorum of the voting Board, or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action; and does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance of the Board at a regional, state, or national convention or ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or conference.
 - (c) “Business Organizations Code” means the governing laws of the State of Texas for nonprofit corporations.
 - (d) “Officer” means an Officer of the Association. “President,” “Vice-President,” “Secretary,” and “Treasurer” mean, respectively, the President, Vice-president, Secretary, and Treasurer of the Association.
 - (e) “Declarant Control Period” shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint and remove the members of the Board of Directors and the officers of the Association.

- (f) “Dedictory instrument” means each governing instrument covering the establishment, maintenance, and operation of the Subdivision. The term includes the Declaration, Certificate of Formation, Bylaws, Architectural Control Guidelines, Rules and Regulations, Alternative Payment Guidelines, and Open Records and Records Retention Policies.
- (g) “Development Period” means the period in which Declarant reserves a right to facilitate the development, construction, and marketing of the Subdivision, and a right to direct the size, shape, and composition of the Subdivision ; unless otherwise provided herein or in the Declaration, the Development Period shall be co-extensive and co-terminus with the Declarant Control Period.
- (h) “Director” means a member of the Board of Directors of the Association.
- (i) “Governing documents” means, collectively, the Declaration, these Bylaws, the Certificate of Formation, Design Guidelines, Policies, and the Rules and Regulations of the Association.
- (j) “Majority” means more than 50 percent.
- (k) “Managing Agent” means the Association’s designated representative as it appears on the Management Certificate.
- (l) “Management Certificate” means the instrument required to be recorded pursuant to Section 209.004 of the Texas Residential Property Owners Protection Act.
- (m) “Member” means a Member of the Association, each Member being an Owner of a Lot in the Subdivision, unless the context indicates that a Member means a member of the Board of Directors or a member of a committee of the Association.
- (n) "Ordinary care" means the care that an ordinarily prudent person in a similar position would exercise under similar circumstances.
- (o) “Owner” shall mean and refer to the holder of record, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract buyers (a buyer under an executory contract for conveyance), but excluding those having such interest merely a security for the performance of an obligation (*i.e.* holders of mortgages and home equity loans).
- (p) “Policies” mean the Alternative Payment Guidelines, and Open Records and Records Retention Policies.
- (q) “Texas Residential Property Owners Protection Act” or “The Act” shall refer to Texas Property Code Chapter 209, as same may be amended or repealed in whole or in part.

Other definitions contained in the Declaration are incorporated herein by reference, as if fully set forth.

- 1.3. **NONPROFIT PURPOSE.** The Association is not organized for profit and is governed by Chapter 22 of the Business Organizations Code.
- 1.4. **COMPENSATION.** A Director, Officer, or Member shall not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association shall be distributed to, or inure to the benefit of a Director, Officer, or Member; provided, however:
 - (a) that reasonable compensation may be paid to a Director, Officer, or Member, for services rendered to the Association;
 - (b) that a Director, Officer, or Member may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.
- 1.5. **GENERAL POWERS AND DUTIES.** The Association, acting through the Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision as may be required or permitted by the governing 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 governing documents.

ARTICLE 2

MEMBERSHIP

- 2.1. **MEMBERSHIP.** Every person or entity who is a record Owner of any Lot which is subject to assessments provided in the Declaration shall be a Member of the Association. All present or future Members are subject to the Certificate of Formation, Declaration and these Bylaws, and other dedicatory instruments. Membership in the Association will signify that each Lot Owner appoints the Board of Directors of the Association to manage or regulate the Subdivision in accordance with the provisions set forth in the dedicatory instruments are accepted, ratified, and will be strictly followed. Further, Membership in the Association will signify that the Owner has designated the Association as its representative to initiate, defend or intervene in litigation or an administrative proceeding affecting the enforcement of the Declaration or the protection, preservation or operation of the Subdivision.
- 2.2. **CLASSES OF MEMBERSHIP.** The Association shall initially have two classes of Membership:

- (a) Class "A" Members shall be all Owners with the exception of the Class "B" Member; and
- (b) Class "B" Member shall Declarant, his successors and assigns who take title for the purposes of development and sale of the Subdivision.

Each Class will have the votes as set forth in the Declaration.

2.3. DECLARANT CONTROL PERIOD. The Declarant Control Period shall extend from the earlier of the execution and recordation of the Declaration or these By-Laws, to a date which is the earlier of:

(a) the 120th day after the date seventy-five percent (75%) of the Lots that may be made subject to this Declaration are conveyed to Class "A" Members other than Declarant; or

(b) December 31, 2030.

ARTICLE 3

GOVERNING BODY

3.1. BOARD OF DIRECTORS. The Board of Directors shall govern the Association, each of whom shall have one (1) vote. The Board shall consist of three (3) Directors. Directors shall be elected at the first annual meeting. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent, death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but shall not be less than three (3); however, a decrease in the number of Directors may not shorten the term of an incumbent Director. During the Declarant Control Period, the Class "B" Member is entitled to appoint and remove the members of the Board of Directors and the officers of the Association; provided however, on or before the 120th day after the date seventy-five percent (75%) of the Lots that may be made subject to this Declaration are conveyed to Class "A" Members other than Declarant, at least one-third (1/3) of the members of the Board shall be elected by the Owners other than the Declarant.

3.2 QUALIFICATION AND TERM. After the Declarant Control Period expires, and the Class "B" membership ceases to exist, all Directors must be Members of the Association. At the first annual meeting after the expiration of the Declarant Control Period, the Members shall elect two (2) Directors to three (3) year terms, one Director to a (2) two year term, and one (1) Director to a one (1) year term. At each annual meeting thereafter, the Members shall elect one (1) Director to serve a three (3) year term.

3.2.1. Co-Owners. Co-owners of a single Lot may not serve on the Board at the same time. Co-Owners of more than one Lot may serve on the Board at the same time, provided the number of Co-Owners serving at one time does not exceed the number of Lots they co-own.

3.3. ELECTION. Directors shall be elected by the Members by written ballot. The election of Directors shall be conducted at the annual meeting of the Association, at any special meeting called

for that purpose, or by mail, facsimile transmission, or a combination of mail and facsimile transmission. Any Board Member whose term has expired must be elected by the Members.

3.4. VACANCIES. A Board Member may be appointed by a majority of the remaining Board Members only to fill a vacancy caused by resignation, death, or disability. Each Director so elected shall serve out the remaining term of his predecessor. This section does not apply to the appointment of a Board Member during the Declarant Control Period.

3.5. REMOVAL OF DIRECTORS. At any Annual or special meeting of the Association, any one or more of the Directors may be removed with or without cause by a majority of the Outstanding Votes, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. However, if the Board is presented with written, documentary evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a crime of moral turpitude, the Member is immediately ineligible to serve on the Board, and is automatically considered removed from the Board, and is prohibited from future service on the Board.

3.6. MEETINGS OF THE BOARD.

3.6.1. Organizational Meeting of the Board. After the Certificate of Formation is filed, the Board of Directors named in the Certificate of Formation shall hold an organizational meeting of the Board, at the call of a majority of the Directors to adopt these Bylaws and elect officers and for other purposes determined by the Board at the meeting. The Directors calling the meeting shall send notice of the time and place of the meeting to each Director named in the Certificate of Formation not later than the third day before the date of the meeting. Within ten (10) days after each annual meeting, the Directors shall convene an organizational meeting for the purpose of electing Officers. The time and place of such meeting shall be fixed by the Board and announced to the Directors.

3.6.2. Open Meetings of the Board. Regular and special board meetings must be open to Owners, subject to the right of the board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. 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. This section applies to a meeting of the Association Board during the Declarant Control Period only if the meeting is conducted for the purpose of adopting or amending the dedicatory instruments of the Association, increasing the amount of Regular Assessments of the association or adopting or increasing a Special Assessment; electing non-developer Board members of the Association or establishing a process by which those members are elected; or changing the voting rights of Members of the Association.

3.7. NOTICE OF BOARD MEETINGS.

3.7.1. To Board members. Subject to the Act and other provisions of the Association's dedicatory instruments, regular meetings of the Board shall be held on the first Tuesday of each month at 7:00 p.m. at the address of the Association's Managing Agent as designated on the most recent Management Certificate. Notice of special meetings shall be provided to each Director at least 72 hours before the start of the meeting. Attendance of a Director at a meeting constitutes a waiver of notice, unless the Director attends a 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.

3.7.2. To Members. Members shall 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. The notice shall be mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or provided at least seventy-two (72) hours before the start of the meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located in the Common Area or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or on any Internet website maintained by the Association or other Internet media; and sending the notice by e-mail to each owner who has registered an e-mail address with the Association. It is an Owner's duty to keep an updated e-mail address registered with the Association.

3.8 . SPECIAL MEETINGS OF THE BOARD. Special meetings of the Board may be called by the President or, if he or she is absent or refuses to act, by any two (2) Directors. At least three (3) days notice shall be given to each Director, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting.

3.9. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board and the secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the governing documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board.

3.10. QUORUM. At all meetings of the Board, a Majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If less than a quorum is present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A Director present by proxy at a meeting may not be counted toward a quorum.

3.11. PROXY. A Director may vote in person or, by proxy executed in writing by the Director. A proxy expires three (3) months after the date the proxy is executed.

3.12. PLACE OF MEETINGS. 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.

3.13. METHOD OF MEETING. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners, if each director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. A remote electronic communications system, including videoconferencing technology or the Internet, may be used only if each person entitled to participate in the meeting consents to the meeting being held by means of that system, and the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners under consider or vote on fines, damage assessments, initiation of foreclosure actions, initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, increase in Regular Assessments, levying of Special Assessments, appeals from a denial of architectural control approval, or a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.

3.14. MINUTES. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed Management Certificate or, if there is not a Managing Agent, to the Board.

3.15. RECESS. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the requisites of this Article. If a regular or special board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed by the Act and these Bylaws within two (2) hours after adjourning the meeting being continued.

3.16. 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 of the Directors individually or collectively consent in writing to such action. The written consent shall be filed with the minutes of the Board. Action by written consent shall have the same force and effect as a unanimous vote.

3.17. LIABILITIES AND STANDARD OF CARE. A Director shall discharge the Director's duties, including duties as a committee member, in good faith, with ordinary care, and in a manner the Director reasonably believes to be in the best interest of the Association. A Director is not liable to the Association, a Member, or another person for an action taken or not taken as a Director

if the Director acted in compliance with this section. A person seeking to establish liability of a Director must prove that the Director did not act in good faith, with ordinary care, in a manner the Director reasonably believed to be in the best interest of the Association. A Director is not considered to have the duties of a trustee of a trust with respect to the Association or with respect to property held or administered by the Association. A Director is not if, in the exercise of ordinary care, the Director acted in good faith and in reliance on the written opinion of an attorney for the Association.

3.18 INTERESTED DIRECTORS. A contract or transaction between the Association and one or more Directors, Officers, or Members which have a financial interest otherwise valid and enforceable contract or transaction is valid and enforceable, and is not void or voidable, notwithstanding any relationship or interest, if the material facts as to the relationship or interest and as to the contract or transaction are disclosed to or known by the Association's Board of Directors, a committee of the Board of Directors, or the Members, and the Board, the committee, or the Members in good faith and with ordinary care authorize the contract or transaction by the affirmative vote of the majority of the disinterested Directors, committee members or Members, regardless of whether the disinterested Directors, committee members or Members constitute a quorum of the Members entitled to vote on the authorization of the contract or transaction, and the contract or transaction is specifically approved in good faith and with ordinary care by a vote of the Members, or the contract or transaction is fair to the Association when the contract or transaction is authorized, approved, or ratified by the Board of Directors, a committee of the Board of Directors, or the Members. Common or interested Directors or Members of the Association may be included in determining the presence of a quorum at a meeting of the Board, a committee of the Board, or Members that authorize the contract or transaction. The person who has the relationship or interest may be present at or participate in and, if the person is a Director, Member, or committee member, may vote at a meeting of the Board of Directors, of the Members, or of a committee of the Board that authorizes the contract or transaction; or sign, in the person's capacity as a Director, Member, or committee member, a written consent of the Directors, Members, or committee members to authorize the contract or transaction.

3.19. POWERS AND DUTIES. The Board shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Subdivision. The Board may do all such acts and things except those which, by law or the governing documents are reserved to the Members and may not be delegated to the Board. The act of a majority of the Directors present in person or by proxy at a meeting at which a quorum is present is the act of the Board of Directors. Without prejudice to the general and specific powers and duties set forth in laws or the governing documents, or such powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board shall include, but shall not be limited to, the following:

3.20. RULES AND REGULATIONS. The Board, by resolution may from time to time adopt and publish Rules and Regulations governing use of the Common Area and the personal conduct of the Members, and their guests, and may suspend the right to use of the Common Area, after notice and hearing, pursuant to Sections 209.006 and 209.007 of the Act.

3.21. GUESTS. The Board may limit the number of guests of Owners with respect to the use of the Common Areas.

3.22. DELINQUENT ACCOUNTS. The Board may establish, levy, and collect reasonable late charges for Members' delinquent accounts. The Board may also establish a rate of interest to be charged on Members' delinquent accounts, provided the rate of interest does not exceed eighteen percent (18%) or the maximum rate permitted by state law, whichever is the lesser.

3.23. FIDELITY BONDS. The Board shall require that all Officers, agents, and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds may be an expense of the Association.

3.24. EMPLOYEES. The Board may employ independent contractors or employees as deemed necessary, and may prescribe their duties.

3.25. 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 shall establish the purposes and powers of each committee created, provide for the appointment of its Members, as well as chairman, and shall provide for reports, termination, and other administrative matters deemed appropriate by the Board. Committees may be appointed from among the Members or professionals in the area of expertise for which the Committee is formed.

3.26. FINES. In addition to, or in lieu of, other remedies as provided by law, the Board may levy fines for each day or occurrence that a violation of the dedicatory instruments persists after notice and hearing, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the dedicatory instruments.

3.27. CONTRACTS FOR SERVICES. The Board may enter into contracts for services on behalf of the Association, and, when appropriate, shall solicit competitive bids based on a standard statement of work prepared or approved by the Board.

3.28. PROFESSIONAL ASSOCIATION MANAGEMENT SERVICES. The Board may employ a Managing Agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board. The Board shall execute and file Management Certificates in accordance with Section 209.004 of the Act.

3.29. FINANCIAL RECORDS AND ANNUAL REPORTS. The Board shall maintain current and accurate financial records with complete entries as to each financial transaction of the Association, including income and expenditures, in accordance with generally accepted accounting principles. The Board shall annually prepare or approve a financial report for the Association for the preceding year. The report must conform to sound accounting practices and must include: a statement of support, revenue and expenses, statement of changes in fund balances, a statement of functional expenses, and a balance sheet for each fund.

3.30. DISSENT TO ACTION. A Director who is present at a meeting of the Board of Directors at which action is taken on an Association matter is presumed to have assented to the action unless

the Director's dissent has been entered in the minutes of the meeting, the Director has filed a written dissent to the action with the person acting as the secretary of the meeting before the meeting is adjourned, or the Director has sent a written dissent by registered mail to the secretary of the Association immediately after the meeting has been adjourned. The right to dissent under this section does not apply to a Director who voted in favor of the action.

ARTICLE 4

OFFICERS

4.1. DESIGNATION. The principal Officers of the Association shall be the President, the Vice-president, the Secretary, and the Treasurer. The Board may appoint such other Officers and Assistant Officers as it deems necessary. The President and Vice-president shall be Directors. Other Officers may, but need not, be Directors. Any two 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. Directors at the organizational meeting of the Board and shall hold office at the pleasure of the Board. Except for resignation or removal, Officers shall hold office until their respective successors have been designated by the Board.

4.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of Directors may remove any Officer, with or without cause, at any regular meeting of the Board or at any 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.

4.4. STANDARD OF CARE. An Officer is not liable to the Association or any other person for an action taken or omission made by the Officer in the person's capacity as an Officer unless the Officer's conduct was not exercise in good faith with ordinary care, and in a manner the officer reasonably believes to be in the best interest of the Association. This section shall not affect the liability of the Association for an act or omission of the Officer.

4.5. DESCRIPTION OF PRINCIPAL OFFICES.

4.5.1. President. As the chief executive Officer of the Association, the President shall be a Director and shall: (i) preside at all meetings of the Association and of the Board; (ii) have 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; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect. The President shall not vote except to break a tie.

4.5.2. Vice-president. The Vice-president shall be a Director and, in the absence of the President or in the event of the President's inability or refusal to act, shall perform the duties of the President. The Vice-president shall perform such duties as are assigned by the President and Board.

4.5.3. Secretary. The Secretary shall: (i) keep the minutes of all meetings of the Board and of the Association; (ii) have charge of such books, papers, and records as the Board may direct; (iii) maintain a record of the names and addresses of the Members for the mailing of notices; (v) prepare and give all notices in accordance with the Texas Business Organizations Code and the governing documents; (vi) act as the custodian of records of the Association; (vi) review all mail on behalf of the Association; (vii) keep a current register of the names and addresses of Members; and (viii) in general, perform all duties incident to the office of Secretary.

4.5.4. Treasurer. The Treasurer shall: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vi) perform all the duties incident to the office of Treasurer.

4.6. AUTHORIZED AGENTS. Except when the governing documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, by written resolution. In the absence of Board designation, the President and the Vice-president shall be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 5

MEETINGS OF THE ASSOCIATION

5.1. ANNUAL MEETING. Annual meetings of the Association shall be held at 5 o'clock p.m. on the third Sunday in February each year, or within thirty (30) days thereafter, weather permitting. At the annual meeting the Members shall elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them. Notwithstanding any other provision in these Bylaws, the Board shall call an Annual Meeting of the Members of the Association.

5.2 MANDATORY ELECTION REQUIRED AFTER FAILURE TO CALL ANNUAL MEETING. If the Board does not call an Annual Meeting of the Association Members, an Owner may demand that a meeting of the Association Members be called not later than the thirtieth (30th) day after the date of the Owner's demand. The Owner's demand must be made in writing and sent by certified mail, return receipt requested, to the registered agent of the Association and to the Association at the address for the association according to the most recently filed Management Certificate. A copy of the notice must be sent to each Owner who is a Member of the Association. If the Board does not call a meeting of the Members of the Association on or before the thirtieth (30th) day after the date of a demand, three or more Owners may form an election committee. The election committee shall file written notice of the committee's formation with the county clerk of each county in which the Subdivision is located. A notice filed by an election committee must

contain: (1) a statement that an election committee has been formed to call a meeting of Owners who are Members of the Association for the sole purpose of electing Board members; (2) the name and residential address of each committee member; and (3) the name of the Subdivision over which the Association has jurisdiction under the dedicatory instruments. Each committee member must sign and acknowledge the notice before a notary or other official authorized to take acknowledgments. The county clerk shall enter on the notice the date the notice is filed and record the notice in the county's real property records. Only one committee in the Subdivision may operate under this section at one time. If more than one committee in a subdivision files a notice, the first committee that files a notice, after having complied with all other requirements of this section, is the committee with the power to act under this section. A committee that does not hold or conduct a successful election within four (4) months after the date the notice is filed with the county clerk is dissolved by operation of law. An election held or conducted by a dissolved committee is ineffective for any purpose under this section. The election committee may call meetings of the Owners who are Members of the Association for the sole purpose of electing Board members. Notice, quorum, and voting provisions contained in these Bylaws apply to any meeting called by the election committee.

5.3. SPECIAL MEETINGS. It shall be 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 Members representing at least ten percent (10%) of the eligible votes in the Association. Such meeting shall be held within thirty (30) days after the Board resolution or receipt of the petition. The notice of any special meeting shall state the time, place, and purpose of such meeting. No business, except the purpose stated in the notice of the meeting, shall be transacted at a special meeting.

5.4. PLACE OF MEETINGS. Meetings of the Association shall be held at place as is designated by the Board in the notice of the meeting.

5.5 NOTICE OF MEETINGS. Not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of an election or vote, the Association shall give written notice of the election or vote to each Owner in the Association, for purposes of an Association-wide election or vote or to vote for the election of members of the Board.

5.6. ELIGIBILITY. All Members of the Association may receive notice of meetings of the Association, vote at meetings of the Association, or be elected to serve as a Director.

5.7. RECORD DATES.

5.7.1. Determining Notice Eligibility. The Board shall fix a date as the record date for determining the Members entitled to notice of a meeting of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Association at which Members will vote.

5.7.2. Determining Voting Eligibility. The Board shall fix a date as the record date for determining the Members entitled to vote at a meeting of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Association at which Members will vote.

5.7.3. Determining Rights Eligibility. The Board shall fix a date as the record date for determining the Members entitled to exercise any rights other than those described in the preceding two paragraphs. The record date may not be more than sixty (60) days before the date of the action for which eligibility is required, such as a nomination to the Board.

5.7.4. Adjournments. A determination of Members entitled to notice of or to vote at a meeting of the Association is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting.

5.8 VOTING MEMBERS LIST. The Board shall prepare and make available a list of the Association's voting Members in accordance with Business Organizations Code Section 22.158. After setting a record date for the notice of a meeting, the Association shall prepare an alphabetical list of the names of all its voting members. The list must identify the Members who are entitled to notice, the address of each voting Member; and the number of votes each voting Member is entitled to cast at the meeting. Not later than the second (2nd) business day after the date notice is given of a meeting for which a list was prepared in accordance with this section, and continuing through the meeting, the list of voting Members must be available at the office of the Association's Managing Agent, according to the most recent Management Certificate recorded, as identified in the notice of the meeting, for inspection by Members entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting. A voting Member or voting Member's agent or attorney is entitled on written demand to inspect and, at the member's expense and subject to Section 209.005 of the Act, copy the list at a reasonable time during the period the list is available for inspection. The Association shall make the list of voting Members available at the meeting. A voting Member or voting Member's agent or attorney is entitled to inspect the list at any time during the meeting or an adjournment of the meeting.

5.9 QUORUM. At any meeting of the Association, the presence in person or by proxy of Members entitled to cast at least ten percent (10%) of the votes that may be cast for election of the Board shall constitute 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.

5.10. LACK OF QUORUM. If a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present and represented.

5.11. VOTES. Members of the Association, other than the Declarant, shall have the votes for each Lot owned in the Subdivision in accordance with the Declaration. The Declarant has 100 votes for each Lot owned by the Declarant, The majority vote of all Outstanding Votes (ss defined in the Declaration) shall be binding upon all Members for all purposes, except when a higher percentage is required by the Declaration or these Bylaws. There shall be no cumulative voting. The voting rights of an Owner may be cast or given in person or by proxy at a meeting of the property owners'

association; by absentee ballot in accordance with this section; or by electronic ballot in accordance with these Bylaws.

5.12. PROXIES. Unless otherwise provided by the proxy, a proxy is revocable and expires 11 months after the date of its execution. A proxy may not be irrevocable for longer than 11 months.

5.13. BALLOTS. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. In an Association-wide election, written and signed ballots are not required for uncontested races. Electronic votes cast as provided below constitute written and signed ballots. An absentee or electronic ballot may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; and may not be counted, the purpose of establishing a quorum only for items appearing on a ballot even if properly delivered, if the owner attends any meeting to vote in person. Any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A solicitation for votes by absentee ballot must include: an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; instructions for delivery of the completed absentee ballot, including the delivery location; and the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail." For the purposes of this section, "electronic ballot" means a ballot: given by e-mail, facsimile, or posting on an Internet website for which the identity of the Owner submitting the ballot can be confirmed and for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot. If an electronic ballot is posted on the Association's Internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

5.13.1. Co-Owned Lots. If a Lot is owned by more than one Member and only one Member 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 the Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

5.13.2. Corporation-Owner Lots. If a Lot is owned by a corporation, the vote appurtenant to that Lot may be cast by an officer of the corporation in the absence of express notice of the designation of a specific person by the Board of Directors or bylaws of the owning corporation. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation 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.

5.14. TABULATION AND ACCESS TO BALLOTS. A person who is a candidate in the Association's Board election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section. A person other than a person described above may tabulate votes in an Association election or vote, but may not disclose to any other person how an individual voted. Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

5.15. RECOUNT OF VOTES. Any owner may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address or in person as reflected on the latest Management Certificate, or to the address to which absentee and proxy ballots are mailed. The Association shall, at the expense of the Owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this section. The Association shall enter into a contract for the services of a person who is not a Member of the Association or related to a Member of the Association board within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, who is a current or former county judge, county elections administrator, justice of the peace, county voter registrar, or a person agreed on by the Association and the persons requesting the recount. Any recount under this section must be performed on or before the 30th day after the date of receipt of a request. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount. The Association shall provide the results of the recount to each Owner who requested the recount. Any action taken by the board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

5.16. CONDUCT OF MEETINGS. The President, or any person designated by the Board shall preside over meetings of the Association. The Secretary shall keep, or cause to be kept, the minutes which shall 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 shall govern the conduct of all meetings of the Association when not in conflict with the governing documents. Votes shall be tallied by tellers appointed by the person presiding over the meeting.

5.17. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, the order of business at annual meetings of the Association shall be as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of Directors

- Unfinished or old business
- New business -- Adjournment

5.18. 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.

ARTICLE 6

COMMITTEES

6.1. NOMINATING COMMITTEE. After the expiration of the Declarant Control Period, nominations for the election of the Board of Directors may be made by a Nominating Committee. The Nominating Committee shall make as many nominations to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may also be made from the floor at the annual meeting.

6.2. OTHER COMMITTEES. The Board of Directors may appoint other committees as the Board deems appropriate to carry out its purposes.

ARTICLE 7

RULES AND REGULATIONS

7.1. RULES. The Board shall have the right to establish and amend, from time to time, reasonable Rules and Regulations for: (i) the administration of the Association and the governing documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Subdivision; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such Rules may not be in conflict with law or the governing documents. The Board shall, at all times, maintain the then current and complete Rules in a written form which can be copied and distributed to the Members, and shall be recorded in the Official Public Records of Real Property of Webb County, Texas.

7.2. ADOPTION AND 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.

7.3. NOTICE AND COMMENT. The Board shall give written notice to an Owner of each Lot of any amendment, termination, or adoption of a Rule, or shall publish same in a newsletter or similar publication which is circulated to the Members, at least ten (10) days before the Rule's effective date. Any Member so notified shall have the right to comment orally or in writing to the Board on the proposed action.

7.4. DISTRIBUTION. Upon written request from any Member or Resident, the Board shall provide a current and complete copy of the Rules.

ARTICLE 8

OBLIGATIONS OF THE OWNERS

8.1. **PROOF OF OWNERSHIP.** Any person, on becoming a Member of the Association, shall furnish to the Board evidence of ownership in the Lot, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met.

8.2. **OWNERS' ADDRESSES.** The Owner or the several Co-Owners of a Lot shall register and maintain one mailing address to be used by the Association for mailing of statements, notices, and all other communications. The Owner shall keep the Association informed of the Member's current mailing address. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Lot shall be deemed to be his mailing address. An Owner who mortgages his or her Lot shall furnish the Board with the name and mailing address of the mortgagee.

8.3. **ASSESSMENTS.** All Owners shall be obligated to pay Regular Assessments and other assessments imposed by the Association to meet the Common Expenses as defined in the Declaration.

8.4. **COMPLIANCE WITH DOCUMENTS.** Each Owner shall comply with the provisions and terms of the governing documents, and any amendments thereto. Further, each Owner shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

ARTICLE 9

ASSOCIATION RECORDS

9.1. **AVAILABILITY.** The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the owner as the Owner's agent, attorney, or certified public accountant, in accordance with the Records Production and Copying Policy.

9.2. **OPEN RECORDS POLICY.** The Board has adopted a Records Production and Copying Policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested under this section, and is recorded in the Official Public Record of Real Property Records of Webb County, pursuant to Section 209.005 of the Act. The prescribed charges may include all reasonable costs of materials, labor. The Association may not charge an owner for the compilation, production, or reproduction of information requested under this section unless the policy prescribing those costs has been recorded as required by this subsection. An Owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this section. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or

greater than the actual costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.

9.3. RECORDS RETENTION. In accordance with Section 209.005(m) of the Act has adopted, recorded and complied with a Document Retention Policy which shall be recorded in the Official Public Records of Real Property of Webb County, Texas.

ARTICLE 10

NOTICES

10.1. CO-OWNERS. If a Lot is owned by more than one person, notice to one Co-Owner shall be deemed notice to all Co-Owners.

10.2. DELIVERY OF NOTICES. Any written notice required or permitted by these Bylaws may be given personally, by mail, or by facsimile transmission. 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 facsimile, the notice is deemed delivered on successful transmission of the facsimile.

10.3. WAIVER OF NOTICE. Whenever any notice is required to be given to an Owner, Member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a Member or Director at any meeting of the Association or Board, respectively, shall constitute a waiver of notice by such Member or Director of the time, place, and purpose of such meeting. If all Members or Directors are present at any meeting of the Association or Board, respectively, no notice shall be required and any business may be transacted at such meeting.

ARTICLE 11

AMENDMENTS TO BYLAWS

11.2. PROPOSALS. These Bylaws may be amended by a Majority of the Members. The Association shall provide each Member with a detailed description of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

11.2. CONSENTS. An amendment shall be adopted by the vote, in person or by proxy, or written consents of Members representing at least a Majority of the votes cast or present at a meeting for which a quorum is obtained.

11.3. EFFECTIVE. To be effective, each amendment must be in writing and be signed by at least two Officers acknowledging the requisite approval of Members, and be delivered to each Member at least 10 days before the amendment's effective date.

ARTICLE 12

GENERAL PROVISIONS

12.1. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2. SEVERABILITY. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

12.3. FISCAL YEAR. The fiscal year of the Association shall be the calendar year.

12.4. WAIVER. No restriction, condition, obligation, or covenant in the Declaration or these Bylaws shall 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.

The undersigned Members of the Board of Directors have executed these Bylaws effective the date the Declaration is recorded in Webb County, Texas

Shahram Khaledi

Giampaolo Consigliere

Ricardo Gonzalez

11.3. EFFECTIVE. To be effective, each amendment must be in writing and be signed by at least two Officers acknowledging the requisite approval of Members, and be delivered to each Member at least 10 days before the amendment's effective date.

ARTICLE 12

GENERAL PROVISIONS

12.1. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2. SEVERABILITY. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

12.3. FISCAL YEAR. The fiscal year of the Association shall be the calendar year.

12.4. WAIVER. No restriction, condition, obligation, or covenant in the Declaration or these Bylaws shall 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.

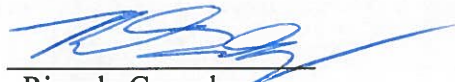
The undersigned Members of the Board of Directors have executed these Bylaws effective the date the Declaration is recorded in Webb County, Texas



Shahram Khaledi



Giampaolo Consigliere



Ricardo Gonzalez