

**BYLAWS OF
I TEXAS GRAND RANCH PROPERTY OWNERS ASSOCIATION
(Amended November 30, 2022)**

This instrument is effective this 30th day of November, 2022, and shall constitute the Amended and Restated Bylaws of I TEXAS GRAND RANCH PROPERTY OWNERS ASSOCIATION and shall for all purposes amend, replace and restate the original Bylaws, and amendments thereto, in their entirety as set forth below.

**ARTICLE I
OFFICE**

The initial principal office of the corporation (the "Association") in the State of Texas shall be located at 1015A West SH 150, New Waverly, Texas 77358. The Association may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

**ARTICLE II
MEMBERS' MEETINGS AND VOTING**

SECTION 1. Members. Members of the Association shall be made up of the property owners of **TEXAS GRAND RANCH**, the "Property". The number of votes allocated for each Parcel owned shall be pursuant to the Declaration of Covenants, Conditions and Restrictions for the Property, as it may be amended from time to time, (hereinafter, the "Declaration") recorded in the Office of the County Clerk of Walker County, Texas.

SECTION 2. Number of Votes and Methods of Voting. The total number of votes in the Association shall be on the basis of one (1) vote per Owner, per Lot, except that Developer shall have ten (10) votes for each Lot owned by Developer. The total number of lots and therefore the total number of votes may also be increased or decreased from time to time by the annexation of Annexable Are or the de-annexation of Property, pursuant to the Declaration.

The voting rights of a Member may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee ballot; or
- (3) by electronic ballot by electronic mail or facsimilie.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, all of which are required by Section 209.00592 of the Texas Property Code. All proxies shall be in writing and filed with the

secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

SECTION 3 Election Vote Tabulators. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not tabulate or otherwise be given access to the ballots cash in the election or vote.

SECTION 4 Recount Procedures. A Member may, not later than the fifteenth (15th) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 2009.0057 of the Texas Property Code.

SECTION 5. Quorum. Unless otherwise stated herein or in the Declaration, when the number of absentee ballots or proxies received, along with the number of Members present in person at a meeting, represent at least thirty-three percent (33%) the number of Members entitled to vote a quorum shall exist. The acts approved by a majority of the voting Members meeting the quorum requirement shall constitute the acts of the Members except when approval by a greater number of affirmative votes or of Members is required herein or by the Declaration. Required percentages of Members and votes shall be rounded to the next whole number for all voting matters.

Effective as of the Transition Date, as defined in the Declaration, in the absence of a quorum at a meeting of Members, the meeting may be nevertheless convened for the sole purpose of conducting Director elections. The quorum required for election of Directors at such convened meeting shall be the number of votes cast in person, by proxy, by absentee ballot, or electronic ballot.

This does not apply to Section 9.2 Amendments, of the Declaration of Covenants, Conditions & Restrictions which still requires a 70% quorum.

SECTION 6. Notice of Meetings. The Association shall notify each Member of the date, time and place of each annual, regular or Special Meeting of the Members at least ten (10) days, but not more than sixty (60) days before the meeting date, by written notice sent by mail to the address shown in the Association's records, postage prepaid. In the case of a Special Meeting, the purpose for which the meeting is called shall also be stated in the notice. Notice shall be deemed to be delivered forty-eight hours from being deposited in the United States mail.

SECTION 7. Annual Meeting. Prior to the Transition Meeting, annual meetings shall be held on a date and time scheduled by the Directors. Directly after the Transition Meeting (turning over control of the Association from the initial Directors to the Association's Members), the newly elected Board may hold the Association's first Annual Meeting. Thereafter, the Annual Meeting shall be held each year on a date and time selected by the Board of Directors. In lieu of an in person Annual Meeting, the Directors or Members may conduct their meeting via electronic format or by virtual method online.

SECTION 8. Special Meetings. Special Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, by a majority of the Board of Directors, or by Members holding at least thirty percent (30%) of the number of votes entitled to be cast. Notice of any Special Meeting shall state the time, place and purpose of the meeting including the general nature of any proposed amendment to the Declaration or Bylaws, any proposed Special Assessments, and any proposal to remove a Director or Officer. In lieu of an in person Special Meeting, the Directors or Members may conduct their meeting via electronic format

or by virtual method online.

SECTION 9. Place of Meetings. After the Transition Date, the Board of Directors, the President or the Members calling the meeting, as the case may be, may designate any place, within Walker County, Texas, or adjacent counties as the place of meeting for any Annual or Special Meeting.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. Powers. Subject to the limitations of the Articles of Incorporation, the Declaration and these Bylaws, the affairs of the Association shall be exercised and managed by its Board of Directors. The Directors are vested with and shall have the following powers, to-wit:

A. To select, appoint and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with law, the Articles of Incorporation and these Bylaws; to fix any authorized compensation to employees, agents and service providers, and to require from them security for faithful service when deemed advisable by the Board.

B. To conduct, manage and control the affairs and business of the Association.

C. To change the principal office for the transaction of the business of the Association from one location to another and to adopt and use a corporate seal.

D. To borrow money and to incur indebtedness for the purposes of the Association, PROVIDING HOWEVER, any such indebtedness to be incurred must be approved by majority vote of the Members meeting a quorum, and if so approved, to cause to be executed and delivered, in the Association's name, promissory notes, bonds contracts, deeds of trust, mortgages, pledges or other evidences of debt and security therefore.

E. Subject to Article VII, to fix and levy the annual Maintenance Charge upon the Members of the Association, to determine and fix the due date for the payment of such Maintenance Charge and the date upon which the same shall become delinquent provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and compensation to the Directors as provided for herein; and payment of taxes, assessments, and insurance upon real or personal property owned, controlled or occupied by the Association as general common elements; or for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such general common elements for the general benefit and welfare of its Members. Should any Member fail to pay such assessments before delinquency, the Board of Directors, in its discretion, is authorized to enforce the payment of such delinquent assessments as provided in the Declaration.

F. To establish or levy Special Assessments in accordance with the terms stated herein and in the Declaration.

G. To specifically enforce the provisions of the Declaration and of these Bylaws, along with any other agreements of the Association.

H. To maintain liability and general property insurance on any common area and roadways and any other policy or policies of insurance as the Board of Directors deem necessary in furthering the purposes of and protecting the interest of the Association and its Members.

I. To contract and pay for maintenance, materials, supplies, and services relating to the common elements of the Property; the operation of the Association, including legal and accounting services; and to contract and pay for improvements and common expenses.

J. To establish reasonable rules and regulations for use of the common areas, provided however, any such rules or regulations must be approved by majority vote of the Members meeting the quorum requirement.

K. Directors need not be residents of the State of Texas.

L. To the extent permitted by the Declaration or by law, grant reasonable variances to provisions of the Declaration where, in the Board's opinion, strict adherence would cause undo hardship or in cases where the Members of the Association would, in the Board's opinion, benefit from said variance.

SECTION 2. Limitations and Conflicts. The Board of Directors shall not act on behalf of the Association to amend the Declaration or determine the qualifications, powers and duties or terms of office of Board members. If any contract, decision, variance to a provision in the Declaration, or other action taken by or on behalf of the Board would benefit any member of the Board, or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board, or any parent or spouse of any of those persons, that Board member shall declare a conflict of interest for that issue in an open meeting of the Board before the Board discusses or takes action on that issue and may then vote on that issue. Any contract entered into or variance granted in violation of this Section is void and unenforceable. Any variance to the Declaration granted to a Director shall be decided by a unanimous vote of the remaining Directors (if there are more than four (4) remaining Directors), with the Director requesting the variance abstaining from the vote; or by the Members as provided for herein.

SECTION 3. Election, Number, Tenure and Qualifications. Prior to the Transition Date, the Developer shall appoint and replace all Directors. The initial number of Directors shall be three (3). Notwithstanding any provision to the contrary contained herein or elsewhere in these Bylaws, the election of Directors shall be subject to the provisions of Tex. Prop. Code §209.00591 (Board Membership) requiring one-third (1/3) of the board members to be elected by the members of the Association (i) on or before the 120th day after the date 75 percent of the Lots are conveyed to owners other than the Declarant, or (ii) if the Declaration does not include the number of Lots that may be created and made subject to the Declaration, then not later than the 10th anniversary of the date the Declaration was recorded in the Real Property Records of Walker County, Texas.

Effective as of the Transition Date, the Directors shall be Members of the Association and shall be elected by the Members. The number of Directors shall be seven (7). Except for the initial directors, each Director elected to serve immediately following the Transition Date shall serve an initial term of one (1) year or until the next Annual Meeting. At the next Annual Meeting following the Transition Date, or one year, whichever is later, the terms of the Directors will be as follows: The four (4) highest vote recipients shall have two (2) year terms and the next three (3) highest vote

recipients shall have one (1) year terms. At all subsequent Annual Meeting the Directors shall be elected for two (2) year terms to fill the terms expiring that year. A Director shall serve until his or her successor has been elected and qualified, unless removed from the Board as provided for herein.

Family members, and Members sharing ownership and/or residency of a common Parcel or Parcels within the Property, may not serve on the Board or in office during the same time period, however they may serve on Committees appointed by the Board, other than the ARC. Members with a felony conviction or conviction for a crime involving moral turpitude are not eligible to serve.

At least ten (10) days before the Association disseminates absentee ballots to Association members for the purpose of voting in a board member election, the Association must provide notice to the Association members soliciting candidates interested in running for a position on the board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The notice must also state (a) the number of positions available on the board that will be filled at the upcoming election; (b) the phone number, fax number, email address and/or physical address at which the member may notify the Association that he or she wishes to have his or her name placed on the ballot for the election; and (c) any other information necessary to inform the members how to have their name listed on the ballot for the election. The deadline may not be earlier than the 10th day after the date the Association provides the notice required herein. The Association shall include on each absentee ballot for a board member election the name of each eligible candidate from whom the Association received a request to be placed on the ballot.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by, or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. In lieu of an in person Special Meeting, the Directors or Members may conduct their meeting via electronic format or by virtual method online.

SECTION 5. Open Board Meetings. Regular and Special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property 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 any executive session, any decision made in the executive session shall 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 shall include a general explanation of any expenditures approved in executive session. In lieu of an in person Regular or Special Meeting, the Directors or Members may conduct their meeting via electronic format or by virtual method online.

This section shall not apply if prior to the Transition Date, except as required by the Texas Property Code.

SECTION 6. Meetings with Notice to Members. Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice

shall be (a) 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 (b) provided at least 72 hours before the start of a special board meeting or at least one hundred forty-four (144) hours before the start of a regular board meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or (ii) by posting the notice on an Internet website maintained by the Association; and (iii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

A board meeting may be held by electronic or telephonic means provided that (1) a board member may hear and be heard by every other board member, (2) except for any portion of the meeting conducted in executive session, (a) that all owners in attendance at the meeting may hear all board members, and (b) Owners are allowed to listen using any electronic or telephonic communication methods used or expected to be used by the board member to participate, and (3) notice of meeting includes instructions for owners to access any communication method required to be assessable hereunder.

This section shall not apply if prior to the Transition Date, except as required by the Texas Property Code.

SECTION 7. Board Action Taken Outside Board Meeting. A board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners as required herein, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote. Any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. The Board may not, unless done in an open board meeting for which prior notice was given to owners as required herein, 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; increases in assessments; levying of special assessments; appeals from a denial of architectural review approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue, lending or borrowing, the adoption of an amendment to any dedicatory instruments, the approval of an annual budget or the approval of an amendment to an annual budget which raises the budget by more than 10%, sale or purchase of real property, the filling of a vacancy on the board, the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or the election of an officer. This section shall not apply prior to the Transition Date, except as required by the Texas Property Code.

SECTION 8. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 9. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Declaration or these Bylaws. In the event there exists only one Director, or the number of Directors voting are evenly split over any issue, thereby prohibiting a

majority vote, the matter shall be decided by a majority vote of the Members of the Association (meeting the quorum requirement) present at a Special Meeting of the Members, and/or by absentee vote.

SECTION 10. Removal. Effective as of the Transition Date, a Director may be removed from the Board by the Members when in the Members' judgment it would serve the best interest of the Association. Removal shall occur by a majority vote of the Members meeting a thirty-three percent (33%) quorum at a Special Meeting called for that purpose. Upon receipt of a petition calling for removal of a Board member, signed by the number of Members representing a quorum of the votes entitled to be cast, the Board shall call and provide written notice of a Special Meeting stating the purpose of the meeting. In the event a Director is so removed, the vacancy shall be filled by a vote of the Members. A petition calling for the removal of the same Board member may not be submitted more than once during each term of office for that member. The Board shall retain all documents and other records relating to the proposed removal of the Board member for at least one (1) year after the date of the Special Meeting and shall permit Members to inspect those documents and records.

SECTION 11. Vacancies. Effective as of the Transition Date, any vacancy occurring in the Board of Directors before the end of the vacating Director's term, may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, or by a majority vote of the Members representing a quorum. A Director elected to fill a vacancy shall be elected for the un-expired term of his predecessor in office. Except prior to the Transition Date, any vacancy created by reason of an increase in the number of Directors shall be filled by a vote of the Members as set forth in Article II of these Bylaws.

SECTION 12. Association Contracts. The Association may enter into an enforceable contract with a current Association board member, a person related to a current Association board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Association board member has a financial interest in at least 51 percent (51%) of profits, or a company in which a person related to a current Association member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent (51%) of profits, if the following conditions are satisfied:

- (a) the board member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the board member, relative, or company, if reasonably available in the community; and
- (b) the board member:
 - (1) is not given access to the other bids;
 - (2) does not participate in any board discussion regarding the contract; and
 - (3) does not vote on the award of the contract.

Contracts for services that will cost more than \$50,000.00 shall require solicitation of bids according to a bid process established by the Association.

This section shall not apply if prior to the Transition Date, except as required by the Texas Property Code.

SECTION 13. Appeals to Board.

A. Architectural Review. If an Application for construction of improvements is submitted by an owner and denied by the Architectural Review Committee, the following denial notice and hearing requirements are applicable:

1. Denial Notice Requirements. Denials of an application by an owner for the construction of improvements in the subdivision may be appealed to the Board. A written notice of the denial must be provided to the owner by certified mail, hand delivery or electronic delivery. The notice must describe the basis for the denial in reasonable detail and include changes, if any to the application or improvements required as a condition to approval. The notice must also inform the owner that the owner may request a hearing on or before the 30th day after the date the denial notice was mailed to the owner.

2. Denial Hearings. If an owner requests a hearing to appeal the denial, the Board shall hold a hearing no later than the 30th day after receipt of the owner's request for hearing, and shall notify the owner of the date, time and place of the hearing not later than the 10th day before the hearing. Only one hearing is required. Each side must be provided an opportunity to discuss and potentially resolve the denial. The Board or the owner may request a postponement of not more than 10 days, and otherwise only by agreement. Either party may make an audio recording of the hearing. The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the declaration.

B. Deed Restriction Violation. If an owner requests a hearing to appeal an alleged deed restriction violation, the Board shall hold a hearing no later than the 30th day after receipt of the owner's request for hearing, and shall notify the owner of the date, time and place of the hearing not later than the 10th day before the hearing. Not later than 10 days before the hearing, the POA must furnish the owner a packet containing all documents, photos and communications related to the violation. If the POA does not provide the packet with that time, the owner is entitled to an automatic 15 day postponement. During the hearing, the POA first presents its "case" against the owner. Then the owner or owner's representative may respond and present the owner's information and issues relevant to the dispute.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be President, Vice President, Secretary and Treasurer and such other officers as may be elected in accordance with the provisions of this Article. Any two or more offices may be held by the same person, except the offices of President and Secretary.

SECTION 2. Election and Term of Office. The officers of the Association must be Members and shall be elected annually by the Board of Directors at the regular Annual Meeting, unless provided for elsewhere in these Bylaws. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the Association would be

served thereby.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the un-expired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He/she shall preside at all meetings of the Members and of the Board of Directors and may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has the authority to sign and has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice President. In the absence of the President or in event of his/her inability or refusal to act, the Vice President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

SECTION 7. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the Board of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever, and deposit all such money in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws and in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

SECTION 8. Secretary. The Secretary shall: **a)** keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; **b)** see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; **c)** be custodian of the corporate records; **d)** be custodian of the seal of the corporation (if one is used) and see that the seal is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; **e)** keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; and **f)** in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

ARTICLE V COMMITTEES

SECTION 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each

of which shall consist of one (1) or more Directors; which committees, only to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; EXCEPT that no such committee shall have the authority of the Board of Directors, or the Association in matters requiring a vote of the Board or of the Members; or in reference to amending, altering or repealing these Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Association; amending or restating the Articles of Incorporation or the Declaration; adopting a plan of merger or adopting a plan of consolidation with another Association or corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. Notwithstanding the provisions set forth in Article V, Section 2, committees need not consist of Members in the Association. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it by him or her by law.

SECTION 2. Architectural Review Committee. At each Annual Meeting the Board of Directors, by resolution adopted by a majority of the Directors, the Directors shall appoint not less than three (3) nor more than five (5) either members of the Association, nonmembers of the Association, or any combination thereof to serve on the Architectural Review Committee. Except during the development control period, a person may not be appointed or elected to serve on the Architectural Review Committee if the person is a current Board member, spouse of a current Board member, or a person residing in a current Board members household. Any committee member so appointed may be removed by a resolution adopted by a majority of the Directors whenever, in their judgment, the best interests of the Association would be served by such removal. The Committee may charge an application fee upon submittal of the plans, all or any portion of which may be paid to nonmembers of the Association serving on the Committee and/or placed in the Association's general fund. The Architectural Review Committee shall have the powers set forth in the Declaration of Covenants, Conditions and Reservations and shall carry out all duties referred to therein.

SECTION 3. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

SECTION 4. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Association and until his or her successor is appointed, unless the committee shall sooner be terminated, or unless such member be removed from such committee, or unless such member cease to qualify as a member thereof.

SECTION 5. Chairman. One member of each committee shall be appointed chairman by

the person or persons authorized to appoint the members thereof.

SECTION 6. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments and shall continue for the length of the remaining original term.

SECTION 7. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 8. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws, the Declaration, or with rules adopted by the Board of Directors.

ARTICLE VI CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any authorized contract or execute and deliver any authorized instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. Checks, Drafts, etc. Once control of the Association has been turned over to the Members (the Transition Date), all checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issues in the name of the Association, shall be signed by two (2) separate officers of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Secretary or Treasurer and countersigned by the President or Vice President of the Association.

SECTION 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII ANNUAL BUDGET / ASSESSMENTS

A budget setting forth an estimate of anticipated basic Association expenses for the next fiscal year shall be prepared by the Board of Directors on which the annual Regular Assessments will be based. Such budget shall be distributed to Members not less than thirty (30) days from the end of the current fiscal year as set forth in the Declaration. Basic expenses shall mean the estimated aggregate sum of expenses to be incurred by the Association during the upcoming fiscal year, as set forth in the budget. Such expenses shall include; the annual cost of normal maintenance, repair and improvement of the Property's interior roadways and any other Common Areas within the Property; insurance, management and operating costs of the Association (including any reserves necessary for future capital expenditures and maintenance). Any proposed change in the budget from the immediate preceding fiscal year that would result in an increase of more than ten percent (10%) in the amount of regular assessments must be approved by a majority of the votes cast by Members meeting a thirty-three percent (33%) quorum. Establishing a Special Assessment for the purpose of

constructing, repairing, reconstructing or replacing a capital improvement must be approved by a two-thirds (2/3) majority vote of Members representing a forty-five percent (45%) quorum or as stated in the Declaration.

ARTICLE VIII RENTAL AND SALES

SECTION 1. Rentals. When a Member rents or leases his or her property within the development, he or she shall provide the renter/lessor with a copy of the Association's Bylaws, Articles of Incorporation, and a current copy of the Declaration of Covenants, Conditions, and Restrictions (together with any Amendments thereto) and shall include in the rental or lease agreement, a provision that the renter/lessor shall abide by the terms set forth in the documents. The Member also shall supply to the Association within 15 days of executing a lease or rental agreement, the renter/lessor's contact information and the term of any agreement.

SECTION 2. Sales. When a Parcel is sold or conveyed to a subsequent party, prior to such conveyance, the selling Parcel owner (Member) or his or her agent shall supply the buyer or prospective owner with current copies of the Association's Bylaws, Articles of Incorporation and the Declaration of Covenants, Conditions, and Restrictions (together with any Amendments thereto). Within thirty (30) days of conveyance of any Parcel all new owners, as new Members in the Association, must provide the Association with their name, mailing address and any other pertinent contact information for purposes of assessments, voting and other Association matters.

ARTICLE IX CONSTRUCTION

Nothing contained in these Bylaws shall in any way be construed as altering, amending, or modifying the current Declaration of Covenants, Conditions, and Restrictions (and any Amendments thereto). Such Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these Bylaws and such Declaration, the provisions of the Declaration shall control. All words and terms used in these Bylaws which are also in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

ARTICLE X BOOKS AND RECORDS

The book, records, and papers of the Association, the Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost, in accordance with the Association's Records Production Policy.

ARTICLE XI FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last

day of December each year.

**ARTICLE XII
WAIVER OF NOTICE**

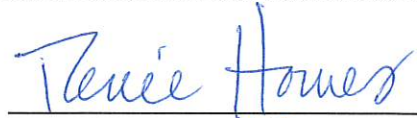
Whenever any notice is required to be given under the provisions for Texas non-profit corporations or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIII
AMENDMENTS TO BYLAWS**

Prior to the Transition Date, the Board of Directors may amend these Bylaws for any reason. After the Transition Date, the Board of Directors may amend these Bylaws to comply with current Texas Revised Statutes (as they may be revised from time to time) without the approval of the Members. For any other purpose the Board may only amend, adopt or repeal these Bylaws with approval from a majority vote of the Members representing a thirty-three percent (33%) quorum in accordance with the provisions set forth in Article II, Section 2. In no event may these Bylaws be amended in such a way as to create a conflict with or violate Texas law or the provisions set forth in the Declaration (as may be amended).

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being the persons appointed in the Articles of Incorporation to act as the Initial Board of Directors of the **I TEXAS GRAND RANCH PROPERTY OWNERS ASSOCIATION**, a non-profit Texas corporation, hereby assent to the foregoing Bylaws and adopt the same as the Bylaws of said Association and said corporation.

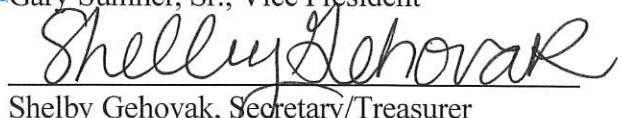
IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first set forth above.



Renee Howes, President



Gary Sumner, Sr., Vice President



Shelby Gehovak, Secretary/Treasurer

(Notary on following page)

STATE OF Texas)
COUNTY OF Walker) ss.

This instrument was acknowledged before me on the 1 day of December, 2022 by Renee Howes as President of I Texas Grand Ranch Property Owners Association, a Texas Non-Profit Company.

Notary Public

My Commission expires:

STATE OF Texas)
COUNTY OF Walker) ss.

This instrument was acknowledged before me on the 1 day of December, 2022 by Gary Sumner, Sr. as Vice President of I Texas Grand Ranch Property Owners Association, a Texas Non-Profit Company.

Notary Public

My Commission expires:

STATE OF Texas)
COUNTY OF Walker) ss.

This instrument was acknowledged before me on the 1 day of December, 2022 by Shelby Gehovak as Secretary/Treasurer of I Texas Grand Ranch Property Owners Association, a Texas Non-Profit Company.

Notary Public

My Commission expires:

When Recorded return to:
1 Texas Grand Ranch Property Owners Association
P O Box 1260
Paulden, AZ 86334