

**DECLARATION OF
BARRON LANDING BUSINESS CONDOMINIUMS**

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This DECLARATION 30th day of MAY, 2024 **BARRON CROSSING, LP**, a Texas limited partnership ("Declarant"), pursuant to the Texas Uniform Condominium Act, Chapter 82, Property Code of the State of Texas ("Act").

Declarant is the owner in fee simple of certain real estate situated in the City of College Station, County of Brazos and State of Texas more particularly described on Exhibit "A," attached hereto and made a part hereof, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate ("the Property"); and

Declarant desires to submit all of the Property to the Act, and declares as follows:

ARTICLE I DEFINITIONS

Definitions. As used herein, the following words and terms shall have the following meanings:

- 1.1 **Act.** The Texas Uniform Condominium Act, Chapter 82, Property Code, State of Texas.
- 1.2 **Association.** BARRON LANDING BUSINESS CONDOMINIUMS OWNERS ASSOCIATION, INC., a nonprofit corporation organized under Texas Revised Civil Statutes 1396-1.01 et seq. The Certificate of Formation is attached hereto as Exhibit "D."
- 1.3 **Board.** The Executive Board of the Association.
- 1.4 **Bylaws.** The Bylaws of the Association, attached hereto as Exhibit "E."
- 1.5 **Common Elements.** All portions of the Condominium except the Units. Limited Common Elements are Common Elements. All water lines not located in street rights-of-way or public ways which serve the Property and all sewer lines not located in either street rights-of-way or City of College Station sanitary sewer easements or public ways which serve the Property are Common Elements. All storm water or drainage lines or facilities not within the City of College Station drainage easements or public ways are Common Elements. Any amenities constructed on the Property, including, but not limited to, parking areas and driveways, are Common Elements. The connections or flashing used to connect Units are Common Elements.
- 1.6 **Common Expenses.** Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves and any ad valorem taxes or public assessments levied on Common Elements. (**NOTE:** There will be an individual water meter installed for each Unit, and each Unit Owner shall be responsible for making direct payment of the water and sewer bills for their Unit to the appropriate public utility.)
- 1.7 **Condominium.** The condominium created by this Declaration.

- 1.8 **Declarant.** BARRON CROSSING, L.P., a Texas limited partnership.
- 1.9 **Declarant Control Period.** The period commencing on the date hereof and continuing until the later of (i) the date two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business, or (ii) the date upon which Declarant surrenders control of the Condominium, or (iii) the date two (2) years after any development right to add New Units was last exercised by Declarant.
- 1.10 **First Mortgage and First Mortgagee.** A First Mortgage is a purchase money or improvement lien mortgage or deed of trust which has been recorded so as to give constructive notice thereof, and which is a first lien on the Unit or Units described therein. A First Mortgagee is the holder, from time to time, of a First Mortgage as shown by the records of the Office of the County Clerk for Brazos County, Texas in which the First Mortgage is recorded, and including a purchaser at foreclosure sale upon foreclosure of a First Mortgage until expiration of the mortgagor's period of redemption. If there be more than one holder of a First Mortgage, they shall be considered as, and act as, one First Mortgage for all purposes under this Declaration and the Bylaws.
- 1.11 **Limited Common Elements.** Those portions of the Common Elements allocated by this Declaration, the Plans or by operation of Section 82.052 of the Act for the exclusive use of one of the Units including, but not limited to, and any attic storage areas appurtenant to a Unit, heating and air conditioning systems providing heating and cooling to a Unit, and the roof of a Unit. That portion of the property upon which heating and air conditioning equipment serving a Unit is located shall constitute a Limited Common Element allocated specifically to the Unit served by such equipment. The roof of each Unit shall be a Limited Common Element, assigned for use by each Unit Owner.
- 1.12 **Rules and Regulations.** The rules and regulations of the Condominium promulgated by the Executive Board from time to time.
- 1.13 **Special Declarant Rights.** The rights as defined in Section 82 of the Act for the benefit of a Declarant, including but not limited to the following: to complete the improvements indicated on the Plans (Section 82.003(a)(22)(4), Section 82.059); to maintain sales offices, management offices, models and signs advertising the Condominium (Section 82.003(a)(22)(O), Section 82.065); to exercise any development right as defined in Section 82.060 of the act; to use and allow others to use easements through the Common Elements (Section 82.003(a)(22)(E), Section 82.066); to elect, appoint or remove members of the Board during the Declarant Control period (Section 82.003 (a)(27)(F), Section 82.103 (c); and to withdraw any portion of the Property from the Condominium. Declarant shall have the right to subdivide or convert Units owned by Declarant.

Further, for a period of ten (10) years from the date of this Declaration, Declarant reserves the right, at any time, to construct, or not to construct, at Declarant's option, any or all of the buildings, amenities or other improvements shown on a Plat.

- 1.14 **Unit.** A portion of the Condominium, whether or not contained solely or partially within a building, together with its percentage of undivided interest in the Common Elements as set forth on Exhibit "B," including mandatory membership in the Association. Each Unit is designated and delineated on the Plans and Plats ("the Plans" and "the Plats") attached hereto as Exhibit "C," and made a part hereof.

- 1.15 **Unit Boundaries.** The boundaries of each Unit, both as to vertical and horizontal planes, as shown on the Plans, are the undecorated surfaces of the perimeter walls, exterior doors and exterior windows facing the interior of the Unit, the undecorated surfaces of the ceiling facing the interior of the Unit, and the topmost surfaces of the subflooring, and include the decoration on all such interior and topmost surfaces, including, without limitation, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries. Also included as a part of the Unit shall be those portions of the heating and air conditioning system for the Unit which are located within the perimeter walls of the Unit or in the Common Elements, wherever located, which serve exclusively such Unit.
- 1.16 **Unit Owner.** The person or persons, including the Declarant, owning a Unit in fee simple.

**ARTICLE II
SUBMISSION OF PROPERTY TO THE ACT**

- 2.1 **Submission.** Declarant hereby submits the Property to the Act.
- 2.2 **Name.** The Property shall hereafter be known as BARRON LANDING BUSINESS CONDOMINIUMS.
- 2.3 **Division of Property into Separately Owned Units.** Declarant, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby create the Condominium, with such phase hereby divided into thirty-eight (38) Total Units over three phases, and does hereby designate all such Units for separate ownership, subject however, to the provisions of Section 2.4 hereof. The Units are labeled as follows on the Site Plan Phase 1:
Phase 1 Units: 101, 102, 103, 104, 105, 201, 202, 203, 204, 301, 302, 303 and 304 = 13 total;
Phase 2 Units: 401, 402, 403, 501, 502, 503, 504, 601, 602, 603 and 604 = 11 total; and
Phase 3 Units: 701, 702, 703, 704, 801, 802, 803, 804, 805, 901, 902, 903, 904, and 905 = 14 total.
- 2.4 **Alterations of Units.** Subject to the provisions of the Bylaws, a Unit may be altered pursuant to the provisions of Section 82.061, 82.062, and 82.063 of the Act.
- 2.5 **Limited Common Elements.** The Limited Common Elements serving or designed to serve each Unit are hereby allocated solely and exclusively to each such Unit.
- 2.6 **Unit Allocations.** The allocations to each Unit of a percentage of undivided interest in the Common Elements and of a percentage of the Common Expenses are as stated on Exhibit "B." The allocation of undivided interest in the Common Elements and of the Common Expenses has been determined by a ratio formulated upon the relation that each Unit bears to the total number of Units. The votes are equally allocated to all Units with each Unit Owner having one (1) vote for each Unit owned.
- 2.7 **Encumbrances.** The liens, defects and encumbrances affecting the Property to which the rights of Unit Owners and Occupants are hereby made subject to any matters appearing of record in the County Clerk's office in Brazos County, Texas.
- 2.8 **Reservation of Special Declarant Rights.** Declarant hereby reserves all Special Declarant Rights, as defined in Article 1.13.

**ARTICLE III
RESTRICTIONS, CONDITIONS AND COVENANTS**

- 3.1 **Administration of Condominium**. The Condominium shall be administered in accordance with the provisions of the Act, this Declaration and the Bylaws. Each Unit Owner shall comply with such administration. The Association shall have all the powers set out in the Act, including, without limitation, the powers set out in Section 82.102 of the Act.
- 3.2 **Uses Prohibited**. No Unit Owner shall use a Unit or allow a tenant or customer to use a Unit for any of the following purposes:
- A. Any use which emits obnoxious odor, noise, or sound which can be readily heard or smelled outside of the Premises.
 - B. Manufacturing (other than the assembly of retail consumer goods being primarily sold on or from the Premises).
 - C. Any central laundry or dry cleaning plant; a laundry for drop-off and pick-up of clothing only shall be permitted.
 - D. Any animal boarding, raising, grooming, or emergency care facility.
 - E. Any mortuary or funeral home.
 - F. Any establishment, premises or business selling or exhibiting pornographic or sexually explicit materials or entertainment as a primary or principal component of its merchandise or service line.
 - G. Any flea market, amusement or video arcade, pool, or billiard hall.
 - H. Any carwash, or automobile body or repair shop.
 - I. Any "second hand" store such as a store being engaged primarily in the sale of previously used merchandise.
 - J. The drilling for and/or removal of subsurface substances.
 - K. Any training or education facility that has classes or groups with more than 10 students at any one time, including but not limited to: beauty schools, barber colleges, specialty personal physical training or therapy facilities, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business at the Premises.
 - L. Any church, or other place of religious worship.
 - M. A dance hall, night club or bar. Notwithstanding the foregoing, a wine bar or bistro with prepared foods for on-premise consumption shall be allowed.
 - N. A nail salon with more than 8 stations.

- O. A hair salon or barbershop with more than 8 stations.
- P. A probation office.
- Q. A gymnasium, workout, or other weightlifting facility, except for a specialty personal physical training or therapy facility, as provided in Section 3.2.K. above. Any specialty personal physical training or therapy facility shall confine its training sessions to the area within its Unit, and shall use no portion of the Common Elements for its activities.
- R. A daycare center.
- S. A firearms shooting range or golf course/driving range. However, this prohibition specifically does not include a sporting goods store which features archery equipment, optics, hunting gear and accessories, with an archery training facility and archery range, which is expressly allowed.
- T. A radio/TV studio.
- U. A nursing home.
- V. A greenhouse.
- W. A fraternal lodge.
- X. Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, or display.
- Y. Any wholesale.
- Z. A package or liquor store.
- AA. A storage facility.
- BB. Any dollar stores.
- CC. Any pawn shop, gun shop, or tattoo parlor
- DD. Any tobacco or E-Cigarette shops.
- EE. Any unlawful use.
- FF. Any children's entertainment or activity facility which includes more than 10 children at any one time.
- GG. Any karate, mixed martial arts center, yoga studio, dance studio, or class with more than 10 students at any one time.
- HH. Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale, or similarly advertised event.
- II. Any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use which includes more than 10 people at any one time.
- JJ. Any living quarters, sleeping apartments or lodging rooms.

- KK. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia, and any store or business engaged in the sale or distribution of hemp products (other than clothing), CBD oils or products, or marijuana or marijuana products (either medicinal or recreational).
- LL. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall.
- MM. Any establishment, premises, or business providing alcohol and/or drug counseling, treatment, or rehabilitation; counseling or treatment for registered sex offenders or persons convicted of sexual crimes or assault.
- NN. Any pay day loans or check cashing facilities.
- OO. Parking generator like classes (yoga, dance, martial arts, or tutoring) that have more than 10 students at any one time.
- PP. Any business dealing in fuel sales.
- QQ. RV park.

3.3 **Use Restricted; Use by Declarant**

- (a) Except as may be otherwise expressly provided in this Declaration, each unit shall be used only for office, administrative, retail, commercial or medical purposes. No residential use of any kind may be conducted. Lease or rental of a unit for permitted purposes shall not be a violation of this Covenant, so long as the lease is in compliance with the provisions of this Declaration, the Bylaws and reasonable Rules and Regulations adopted by the Board.
- (b) Except as reserved by Declarant, no advertising signs (except one "For Rent" or "For Sale" sign per Unit of not more than 1' x 2' if placed in a window, or 2' x 3.5' if placed in the Common Area immediately in front of the Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property subject to this Declaration. Each Unit Owner shall be allowed to have no more signage than allowed by City of College Station sign ordinance as contained in the Unified Development Ordinance on the exterior walls of any Unit.
- (c) The foregoing provisions of this Section or any other provision of this Declaration or the Bylaws notwithstanding, Declarant shall have an easement to maintain sales offices (sales offices may be located in one or more Units, if constructed) and models for sales of Units throughout the Condominium. Declarant shall have the right to relocate, from time to time, and to discontinue and reestablish, from time to time, within the Condominium, until all of the Units have been conveyed to a Unit Owner other than a Declarant, any one or more of such offices or models. Declarant also shall have the right to change the use or combination of uses of such offices or models, provided that such offices or models shall be used only for sales offices or models. The total number of such offices or models maintained at any time by a Declarant shall not exceed two (2), and the size of any such relocated or re-established office or model shall not exceed the size of the largest Unit in the Condominium.

3.4 **Alterations of Common Elements**. No Unit Owner or Occupant, except Declarant during the Declarant Control Period, shall alter, construct anything upon, or remove anything from, the Common Elements, or paint, decorate, landscape, or adorn any portion of the Common Elements, without the prior written consent of the Board.

3.5 **Rules and Regulations**. In addition to the foregoing restrictions, conditions and covenants

concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board or the Association, as more fully provided in the Bylaws. Rules and Regulations may include, but are not limited to, requirements or prohibitions regarding the storage and parking of vehicles, boats, trailers, or motor homes; exterior appearance of the Units; interior improvements which are visible from the exterior; signage; outside activities or displays; and trash receptacles and disposal.

3.6 **Restrictions, Conditions and Covenants to Run with Land.** Each Unit Owner and Occupant shall be subject to all restrictions, conditions, and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land and shall bind every person having any interest in the Property and shall inure to the benefit of every Unit Owner.

ARTICLE IV ASSESSMENTS

4.1 **Assessment Liens.** The Board has the power to levy assessments against the Units for Common Expenses in monthly or other installments, determined in the sole discretion of the Board. Such assessments, together with interest at the rate of ten percent (10%) per annum, costs and reasonable attorney's fees shall be a lien on the Units against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the persons liable therefore, all as set forth in the Bylaws.

4.2 **Liability of First Mortgagee.** Where a First Mortgagee, or other person claiming through such First Mortgagee, pursuant to the remedies provided in a mortgage or deed of trust, or by foreclosure or by deed, or assignment, in lieu of foreclosure, obtains title to a Unit, the liability of such First Mortgagee or such other person for assessments shall be only for the assessments, or installments thereof, that would become delinquent, if not paid, after acquisition of title. For purposes hereof, title to a Unit shall be deemed acquired by foreclosure upon expiration of the applicable period of redemption. The lien for assessments shall be subordinate to the lien of the First Mortgagee at all times, and a sale or transfer pursuant to a foreclosure of the deed of trust lien of the First Mortgagee will extinguish all assessments as to the First Mortgagee, or its successors and assigns, which have become due prior to the foreclosure date.

4.3 **Prohibition of Exemption from Liability for Contribution Toward Common Expenses.** No Unit Owner may exempt himself from liability for his share of the Common Expenses assessed by the Association by waiver or the use or enjoyment of any of the Common Elements or by abandonment of his Unit or otherwise.

4.4 **Date of Commencement of Monthly Assessments.** The monthly assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit by the Declarant.

4.5 **Capitalization of Association.** Upon acquisition of record title to a Unit, each Owner shall contribute to the capital of the Association an amount equal to two times the amount of the monthly assessment for that Unit as determined by the Board. This amount shall be paid by the buyer at the closing of the purchase of the Unit and shall be disbursed to the Association. This initial capitalization shall not be an advance payment of assessments. It is merely an initial capital contribution.

ARTICLE V MANAGEMENT, MAINTENANCE, REPAIRS REPLACEMENTS, ALTERATIONS AND IMPROVEMENTS

5.1 **Common Elements.**

- (a) **By the Association.** The management, replacement, maintenance, repair, alteration, and improvement of the Common Elements, except Limited Common Elements, shall be the responsibility of the Association, and subject to the provisions of Section 5.2 hereof, the cost

thereof shall be a Common Expense to the extent not paid by Unit Owners pursuant to Section 5.1(b) hereof. All damage caused to a Unit by any work on or to the Common Elements done by or for the Association shall be repaired by the Association, and the cost thereof shall be a Common Expense.

- (b) **By Unit Owners.** Each Unit Owner shall pay all costs to repair and replace all portions of the Common Elements that may become damaged or destroyed by reason of his intentional acts or the intentional acts of any Occupant of his Unit. Such payment shall be made upon demand made by the Association.

5.2 **Common Expenses Associated with Limited Common Elements or Benefitting Less Than All Units.**

- (a) Any Common Expenses associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit, or in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred.
- (b) In addition, the Association may assess any Common Expense benefiting less than all of the Units against the Units benefitted in proportion to their Common Expense liability.

- 5.3 **Units.** Each Unit Owner shall maintain his Unit, and any limited Common Elements appurtenant thereto, at all times in a good and clean condition, and repair and replace, at his expense, all portion of his Unit; shall perform his responsibilities in such manner as not to unreasonably disturb other Occupants; shall promptly report to the Board, or its agents, any defect or need for repairs the responsibility for which is that of the Association; and, to the extent that such expense is not covered by the proceeds of insurance carried by the Association, shall pay all costs to repair and replace any portion of another Unit that has become damaged or destroyed by reason of his own acts or omissions, or the acts or omissions of the any Occupant of his Unit. Such payment shall be made upon demand by the Unit Owner of such other Unit. Nothing herein contained shall modify any waiver by insurance companies of rights of subrogation.

- 5.4 **Waiver of Claims.** Except only as provided in Section 5.5(a) and 5.5(b), the Association agrees that it shall make no claim against a Unit Owner or Occupant, and each Unit Owner and Occupant agrees that he shall make no claim against the Association, the members of the Board, officers of the Association, or employees or agents of any thereof, or against any manager retained by the Board, or his or its officers, directors, employees or agents, or other Unit Owners or Occupants, for any loss or damage to any of the Property, or to a Unit of personal property therein, even if caused by the omission or neglect of any one or more of such persons and all such claims are hereby waived and released; provided, that this waiver shall not apply to any such loss or damage due to intentional acts.

5.5 **Right of Entry.**

- (a) **By the Association.** The Association, and any person authorized by the Association, may enter any Unit or any of the Limited Common Elements in case of any emergency or dangerous conditions or situation originating in or threatening that Unit or any of the Limited Common Elements. The Association, and any person authorized by the Association, after reasonable notice to a Unit Owner or Occupant, may enter that Unit or any of the Limited Common Elements for the purposes of performing any of the Association's powers under the Act, this Declaration or the Bylaws with respect to that or any other Unit, any Limited Common Elements, or the Common Elements. Notwithstanding Section 5.4, the Association shall be responsible for the repair of any damage caused by the Association or its authorized person to the entered Unit, and the cost thereof shall be a Common Expense. All such entries shall be made and done so as to cause as little inconvenience as possible to the Unit Owner and Occupant of the entered Unit or any portion of the Limited Common Elements allocated to the Unit Owner.

- (b) **By Unit Owners.** Each Unit Owner and Occupant shall allow other Unit Owners and Occupants, and their representatives, to enter his Unit, or Limited Common Elements allocated to his Unit, when reasonably necessary for the purpose of altering, maintaining, repairing or replacing the Unit, or performing the duties and obligations under the Act, this Declaration or the Bylaws, of the Unit Owner or Occupant making such entry, provided that requests for entry are made in advance and that such entry is at a time convenient to the Unit Owner or Occupant whose Unit or Limited Common Element is to be entered. In case of an emergency or dangerous condition or situation, such right of entry shall be immediate. Notwithstanding Section 5.4, the person making such entry shall be responsible for repair of any damage caused by such person to the entered Unit or Limited Common Element.

ARTICLE VI INSURANCE

- 6.1 **Casualty Insurance.** The Association shall maintain, to the extent available, casualty insurance upon the Property other than the Units in the name of, and the proceeds thereof shall be payable to, the Association as trustee for all Unit Owners and First Mortgagees as their interest may appear, and be disbursed pursuant to the Act. Such insurance shall be in an amount equal to not less than one hundred percent (100%) of the full insurable value of the Property on a replacement cost basis exclusive of land, excavations, foundations and other items normally excluded from property policies, and exclusive of the improvements located within the Unit Boundaries as defined in Section 1.15 and shall insure against such risks and contain such provisions as the Board from time to time shall determine, but at a minimum shall conform in all respects to the requirements of the Act, and shall provide that, notwithstanding any provision thereof that gives the insurer an election to restore damage in lieu of making a cash settlement, such option shall not be exercisable if such restoration is prohibited pursuant to Section 82.111 of the Act.
- 6.2 **Public Liability Insurance.** The Association shall maintain public liability insurance for the benefit of the Unit Owners, Occupants, the Association, the Board, the managing agent, if any, the Declarant, and their respective officers, directors, agents and employees, in such amounts and with such coverage as shall be determined by the Board; provided that the public liability insurance shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for death, bodily injury and property damage. Said insurance shall comply in all respects with the requirement of the Act and shall contain a severability-of-interest endorsement precluding the insurer from denying liability because of negligent acts of any insured; insure all of such benefitted parties against such liability arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the streets, sidewalks and public spaces adjoining the Condominium; and insure the Association, the Board, the managing agent, if any, and their respective officers, directors, agents and employees against such liability arising out of or in connection with the use or maintenance of the Units.
- 6.3 **Other Insurance.** The Association may procure such other insurance, including worker's compensation insurance, as it may from time to time deem appropriate to protect the Association or the Unit Owners. If at least one Unit is subject to mortgage financing, the Association shall obtain and keep in force such insurance as such mortgagee shall reasonably require from time to time.
- 6.4 **Individual Policy for Unit Owners.** Each Unit Owner may obtain insurance, and at his own expense, affording coverage of the improvement within the Unit Boundaries of personal property, additional loss of use expense, condominium assessment, personal liability, and any other coverage obtainable, to the extent and in the amounts such Unit Owner deems necessary to protect his own interest; provided that any such insurance shall contain waivers pursuant to Section 5.4 and shall provide that it is without contribution as against the insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds that would otherwise be payable on the insurance purchased by the Association due to the proration of the insurance purchased by a Unit Owner under this Section, such Unit Owner

shall be liable to the Association to the extent of such reduction and shall pay the proceeds of his insurance, to the extent of such reduction, to the Association.

ARTICLE VII CASUALTY DAMAGE

If all or any part of the Property shall be damaged or destroyed, the same shall be repaired or replaced unless: (1) the Condominium is terminated, (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance, or (3) the Unit Owners elect not to rebuild or replace by an ninety percent (90%) vote. All proceeds of insurance shall be used and applied in accordance with the provisions of Section 82.111 of the Act.

ARTICLE VIII CONDEMNATION

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the awards paid on account thereof shall be applied in accordance with Section 82.007 of the Act and Section 9.2 of the Bylaws.

ARTICLE IX TERMINATION

The Condominium may be terminated only in strict compliance with Section 82.068 of the Act and Section 9.4 of the Bylaws.

ARTICLE X AMENDMENT

This Declaration may be amended only in strict compliance with 82.007, 82.051 (C), 82.056 (D), 82.058(8), 82.058 (C), 82.059(F), 82.062, 82.062, 82.063, 82.063 (8), 82.067, and 82.068(8) of the Act, except that no amendment altering or impairing Special Declarant Rights may be made without the written consent of Declarant.

ARTICLE XI RIGHTS OF FIRST MORTGAGEES

The following provisions shall take precedence over all other provisions of this Declaration and Bylaws:

- 11.1 **Rights of First Mortgagee; Insurance Proceeds or Condemnation Awards.** With respect to First Mortgages held by or for the benefit of First Mortgagees, no provision of this Declaration or the Bylaws shall be deemed to give a Unit Owner or any other party, priority over any rights of a First Mortgagee pursuant to its First Mortgage on said Unit Owner's Unit, in the case of a distribution to said Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE XII EASEMENTS

- 12.1 **Encroachments.** In the event that, by reason of the construction, reconstruction, rehabilitation, alteration or improvement of the buildings or improvements comprising a part of the Property, any part of the Common Elements now or hereafter encroaches upon any part of any Unit, or any part of Common Elements, or upon any part of another Unit, an easement for the continued existence and maintenance of each such encroachment is hereby declared and granted and shall continue for so long as each such encroachment exists; provided that in no event shall an

easement for such encroachment be created if such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the Common Elements or Units so encroached upon.

- 12.2 **Easements through Walls.** Easements are hereby declared and granted to the Association and to such persons as are authorized by the Association, to install, lay, maintain, repair, and replace any chutes, flues, ducts, vents, pipes, wires, conduits and other utility installations, and structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the boundaries of any Unit.
- 12.3 **Easements to Repair, Maintain, Restore and Reconstruct.** Wherever in, and whenever by, this Declaration, the Bylaws or the Act, a Unit Owner, the Association, the Board or any other person, is authorized to enter upon a Unit or the Common Elements to inspect, repair, maintain, restore or reconstruct all or any part of a Unit or the Common Elements, such easements as are necessary for such entry and such repair, maintenance, restoration or reconstruction are hereby declared and granted.
- 12.4 **Easements for Utilities.** The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under the Declaration and Bylaws and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 12.4 shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television and equipment facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 12.4, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use of occupancy of the Unit by its Owners.
- 12.5 **Declarant's Easement.** Declarant hereby reserves such easements through the Common Elements as may be reasonably necessary for the purposes of discharging its obligations, exercising Special Declarant Rights, and completing the development and construction of the Condominium, which easements shall exist as long as reasonably necessary for such purpose.
- 12.6 **Easements to Run with Land.** All easements and rights described in this Article III are appurtenant easements running with the land, and except as otherwise expressly provided in this Article III shall be perpetually in full force and effect, and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, or any portion thereof Declarant's mortgagees, the Association, Unit Owners, Occupants, First Mortgagees and any other person having any interest in the Condominium or any part thereof. The Condominium and every part thereof shall be conveyed and encumbered subject to and together with all easements and rights described in this Article 12.6, whether or not specifically mentioned in any such conveyance or encumbrance.

ARTICLE XIII GENERAL PROVISIONS


- 13.1 **Conflict With the Act: Severability.** Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph

or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

- 13.2 **Interpretation of Declaration.** Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear.
- 13.3 **Captions.** The captions herein are only for convenience and reference and do not define, limit, or describe the scope of this Declaration, or the intent of any provision.
- 13.4 **Exhibits.** Exhibits "A," "B," "C," "D," and "E" attached hereto are hereby made a part hereof.
- 13.5 **Invalidity.** The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity or enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- 13.6 **Waiver.** No provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 13.7 **Law Controlling.** This Declaration shall be construed and controlled by and under the laws of the State of Texas.

IN WITNESS WHEREOF, Declarant hereby executes this Declaration by and through its authorized representatives on the day and year first above written.

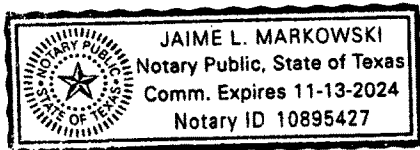
BARRON CROSSING, LP, A TEXAS LIMITED PARTNERSHIP
 BY: **Forty Barron Investors LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER**
 BY:



 KYLE DAVIS GRANT, Manager

THE STATE OF TEXAS §
 COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 29th day of May, 2024, by **KYLE DAVIS GRANT MANAGER** of **Forty Barron Investors LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER** of **BARRON CROSSING, LP, A TEXAS LIMITED PARTNERSHIP**, on behalf of said Limited Partnership, in the capacity therein stated.





 NOTARY PUBLIC, STATE OF TEXAS

EXHIBITS TO BE ATTACHED TO DECLARATION

Exhibit "A" Property
Exhibit "B" Percent Interest Chart
Exhibit "C" Plat and Plans
Exhibit "D" Association Certificate of Formation
Exhibit "E" Association Bylaws

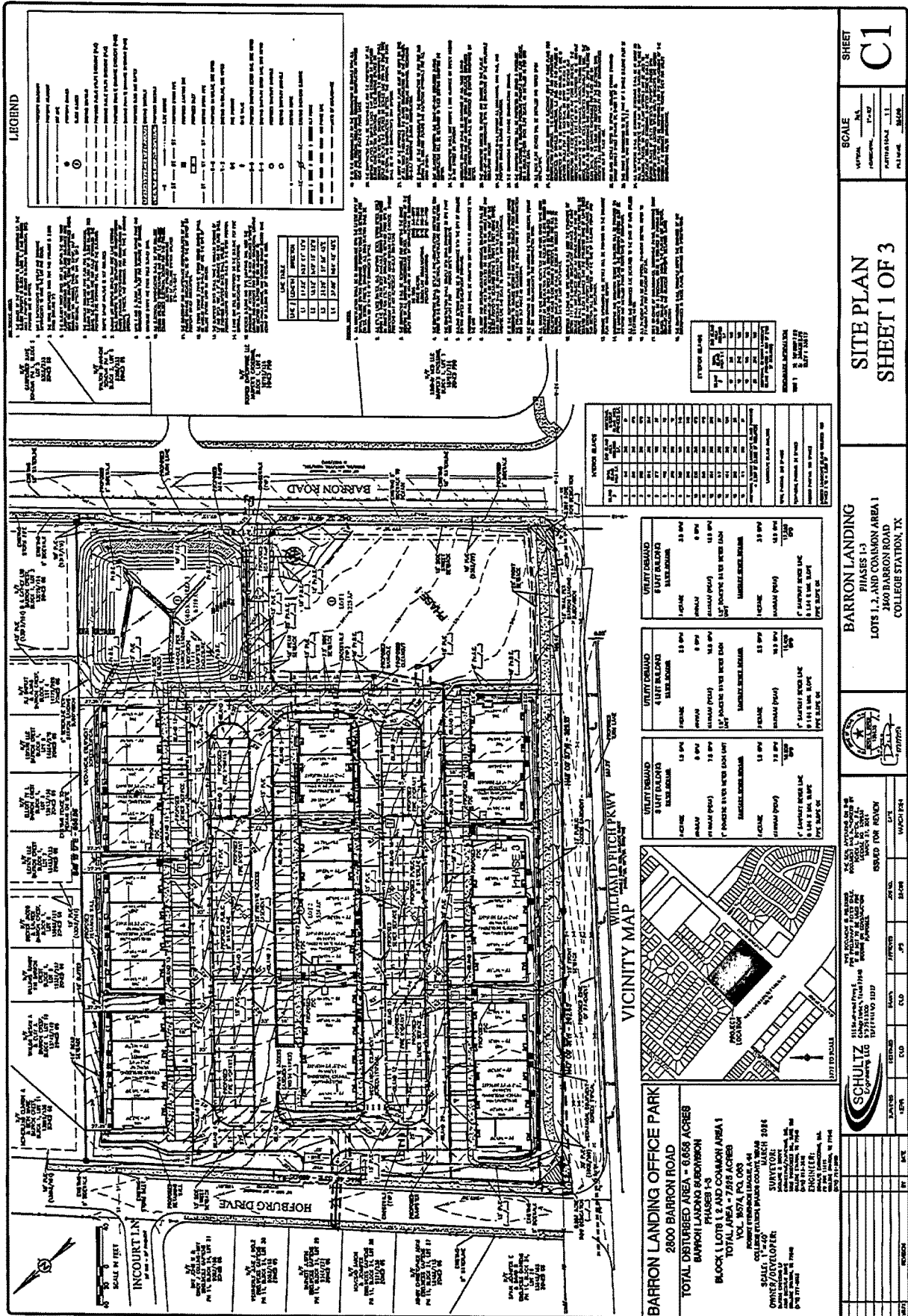
Exhibit "A"

Property

Lots One (1) and Two (2), and Common Area One (1), Barron landing Subdivision Phase 10B, City of College Station, according to replat thereof recorded in Volume 12900, Page 194 of the Official Records of Brazos County, Texas.

Exhibit "B"**Percent Interest Chart**

Building No.	Unit No. On Plans	Percent Interest
100	101	3.8%
100	102	3.8%
100	103	3.8%
100	104	3.8%
100	105	3.8%
200	201	3.8%
200	202	3.8%
200	203	3.8%
200	204	3.8%
300	301	3.8%
300	302	3.8%
300	303	3.8%
300	304	3.8%
400	401	3.8%
400	402	3.8%
400	403	3.8%
500	501	3.8%
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700	703	3.8%
700	704	3.8%
800	801	3.8%
800	802	3.8%
800	803	3.8%
800	804	3.8%
800	805	3.8%
900	901	3.8%
900	902	3.8%
900	903	3.8%
900	904	3.8%
900	905	3.8%



LEGEND

- 1. PROPERTY BOUNDARIES
- 2. EXISTING BUILDINGS
- 3. EXISTING DRIVEWAYS
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- 100. EXISTING DRIVEWAYS

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN AND HAS FOUND THEM TO BE CORRECT. THE ENGINEER HAS NOT CONDUCTED TESTS OF THE UTILITIES SHOWN AND HAS NOT GUARANTEED THE ACCURACY OF THE UTILITIES SHOWN.

2. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN AND HAS FOUND THEM TO BE CORRECT. THE ENGINEER HAS NOT CONDUCTED TESTS OF THE UTILITIES SHOWN AND HAS NOT GUARANTEED THE ACCURACY OF THE UTILITIES SHOWN.

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UTILITY DEMAND

UTILITY	PHASE 1	PHASE 2	PHASE 3
WATER	1.5 MGAL	1.5 MGAL	1.5 MGAL
SEWER	1.5 MGAL	1.5 MGAL	1.5 MGAL
ELECTRICITY	1.5 MW	1.5 MW	1.5 MW
TELEPHONE	1.5 MW	1.5 MW	1.5 MW
CABLE TV	1.5 MW	1.5 MW	1.5 MW
STORM WATER	1.5 MGAL	1.5 MGAL	1.5 MGAL

SCALE

AS SHOWN

SHEET C1

SITE PLAN SHEET 1 OF 3

BARRON LANDING PHASES 1-3

LOTS 1, 2, AND COMMON AREA 1

2800 BARRON ROAD

COLLEGE STATION, TX



SCHULTZ ENGINEERING LLC

11111 W. WINDYBROOK DRIVE

COLLEGE STATION, TEXAS 77840

PHASE 1, 2, AND COMMON AREA 1

2800 BARRON ROAD

COLLEGE STATION, TEXAS 77840

DESIGNED FOR REVIEW

DATE	BY	REVISION
05/30/2024	KM	ISSUED FOR PERMIT

BARRON LANDING OFFICE PARK

2800 BARRON ROAD

BARRON LANDING BARRONSON

TOTAL DISTURBED AREA - 0.658 ACRES

BLOCK (LOTS 1, 2 AND COMMON AREA 1)

TOTAL AREA - 7.889 ACRES

VOL. 1574, PCL. 005

COLLEGE COUNTY, TEXAS

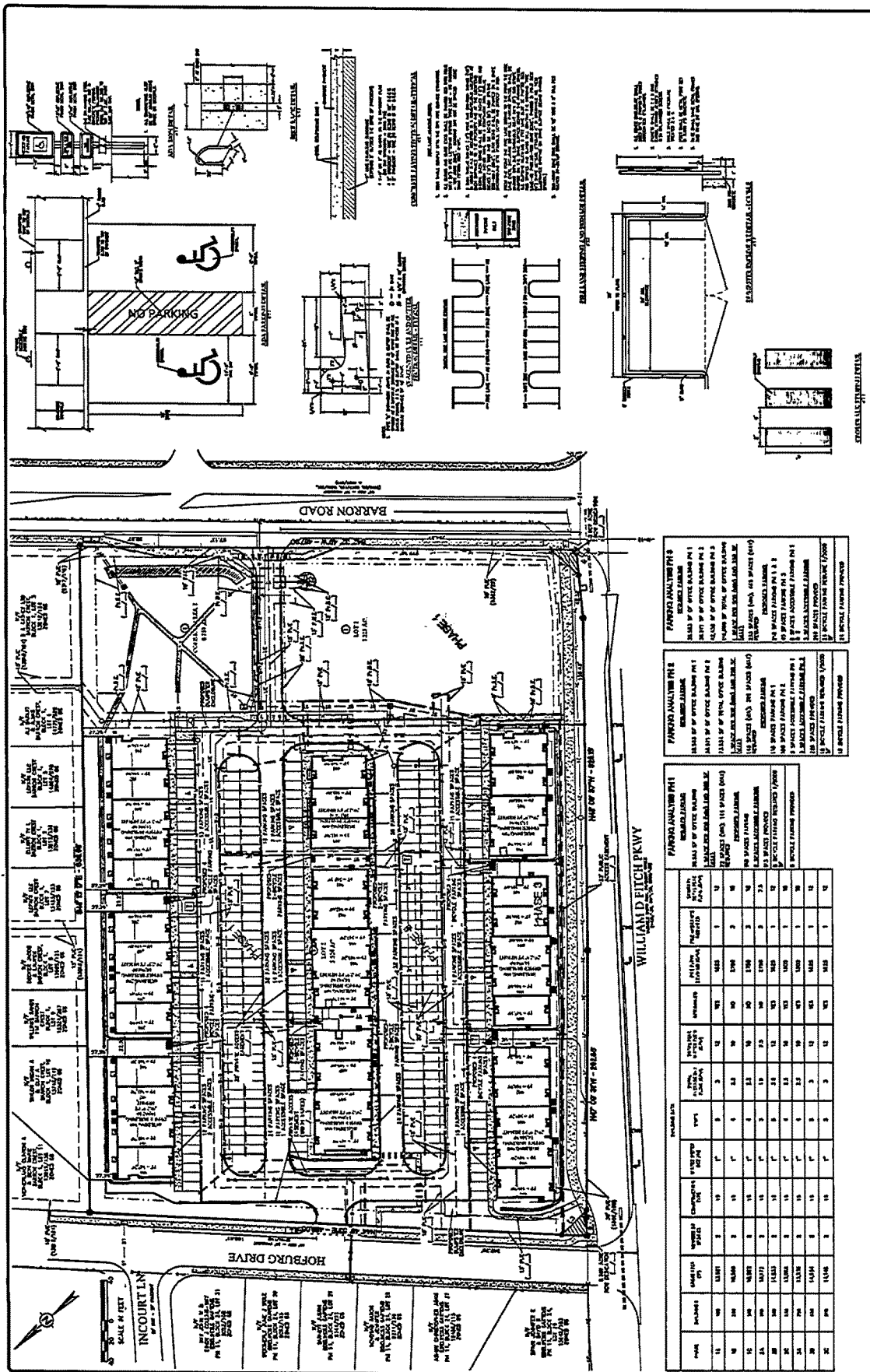
DATE: 05/30/2024

PROJECT: BARRON LANDING PHASES 1, 2 AND COMMON AREA 1

ENGINEER: KAREN MCQUEEN

STATE OF TEXAS

EXHIBIT 1-3



SHEET
C2

**SITE PLAN
SHEET 2 OF 3**

**BARRON LANDING
PHASES 1-3
LOTS 1, 2, AND COMMON AREA 1
2600 BARRON ROAD
COLLEGE STATION, TX**

SCALE
TYPICAL: 1/8" = 1'-0"
PARTIAL: 1/4" = 1'-0"
FIELD: 1/4" = 1'-0"

NO.	DATE	BY	REVISION
1	05/20/24	SK	ISSUED FOR REVIEW
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EXHIBIT
C
2-3

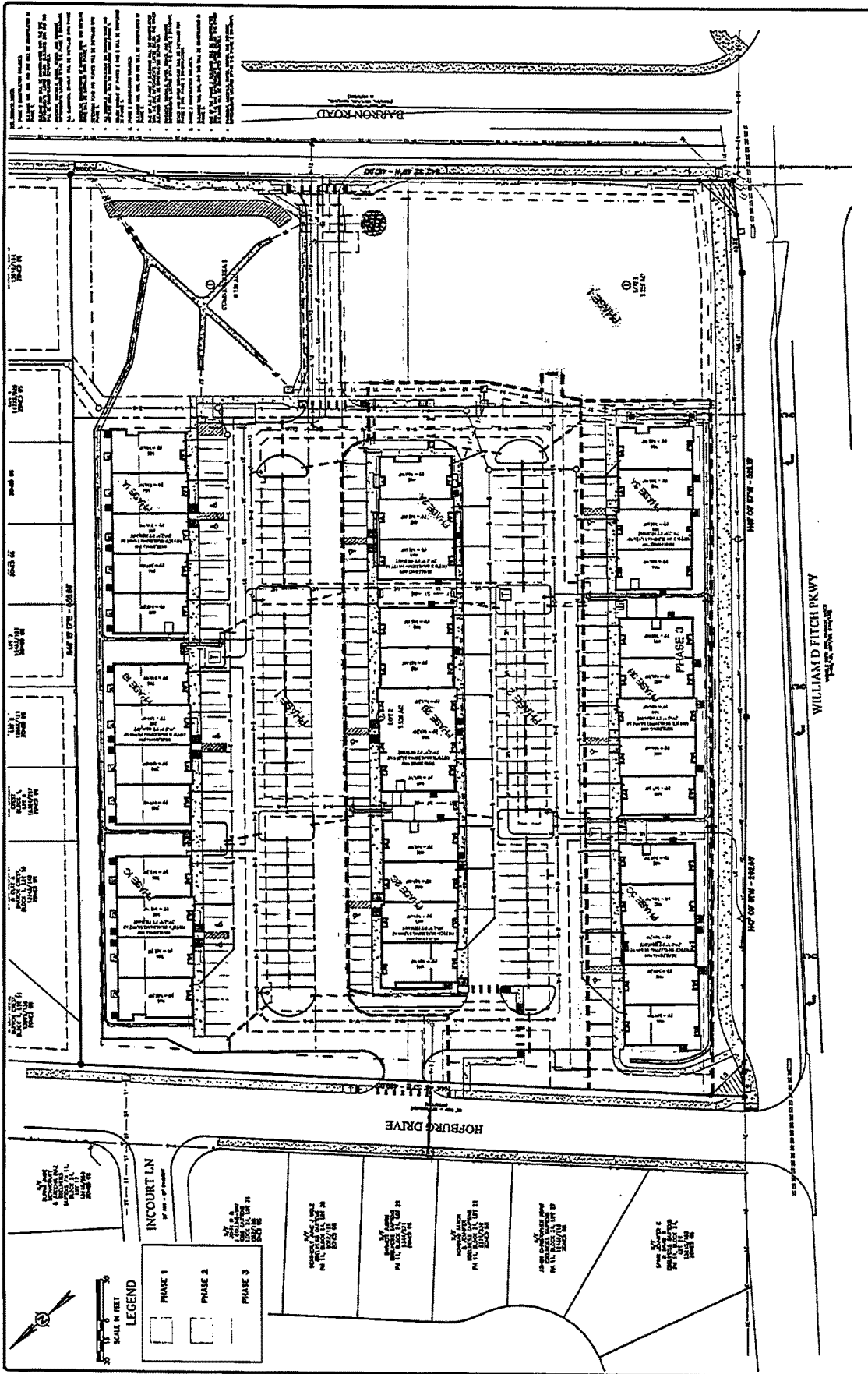



EXHIBIT
 C
 3-3

EXHIBIT
"D"

<p>Form 202</p> <p>Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709</p> <p>Filing Fee: \$25</p>	 Certificate of Formation Nonprofit Corporation	<p>Filed in the Office of the Secretary of State of Texas Filing #: 805558315 05/21/2024 Document #: 1366149830004 Image Generated Electronically for Web Filing</p>
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Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

BARRON LANDING BUSINESS CONDOMINIUMS OWNERS ASSOCIATION, INC.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

KYLE GRANT

C. The business address of the registered agent and the registered office address is:

Street Address:

4320 DECATUR DRIVE COLLEGE STATION TX 77845

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: Kenn Walsh	Title: Director
-------------------------------	------------------------

Address: **16560 Calumet Trail College Station TX, USA 77845**

Director 2: Kyle Grant	Title: Director
-------------------------------	------------------------

Address: **4320 Decatur Dr College Station TX, USA 77845**

Director 3: Kyle Schuler	Title: Director
---------------------------------	------------------------

Address: **17649 Dakota Ridge Dr College Station TX, USA 77845**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

Operation of Homeowners Association

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**4320 DECATUR DRIVE
COLLEGE STATION, TX 77845
USA**

Organizer

The name and address of the organizer are set forth below.

J. FRED BAYLISS, P.C. 3000 BRIARCREST DRIVE, STE #211 BRYAN, TX 77802

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

J. FRED BAYLISS

Signature of organizer.

FILING OFFICE COPY

Exhibit "E"

Association Bylaws

(see attached)

BYLAWS

OF

BARRON LANDING BUSINESS CONDOMINIUMS OWNERS ASSOCIATION, INC.

(A Texas Nonprofit Corporation)

ARTICLE 1

INTRODUCTION

1.1 **PURPOSE OF BYLAWS.** These Bylaws ("Bylaws") provide for the governance of BARRON LANDING BUSINESS CONDOMINIUMS OWNERS 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 Barron Landing Business Condominium Regime, located in Brazos County, Texas ("Regime"), covered by a dedicatory instrument entitled Declaration of Covenants, Conditions and Restrictions for Barron Landing Business Condominiums , recorded in Volume _____, Page _____, Official Records, Brazos 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 Barron Landing Business Condominiums Owners' 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 Organization 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, other than Board members or officers elected by Members of the Association pursuant to these Bylaws.
- f. "Dedicator Instrument" means each governing instrument covering the establishment, maintenance, and operation of the Regime. 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, constructions, and marketing of the Regime, and a right to direct the size, shape, and composition of the Regime.
- 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 fifty percent (50%).
- 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 Regime, 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 Regime, including contract buyers (a buyer under an executory contract for

conveyance), but excluding those having such interest merely as 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 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 Regime 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 Regime 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 Regime.

2.2 CLASS 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 be Declarant, his successors and assigns who take title for the purposes of development and sale of the Regime.

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. Notwithstanding anything contained in these Bylaws, 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. Thereafter, at least one-third (1/3) of the members of the Board shall be elected by the Owners other than the Declarant not later than the tenth (10TH) anniversary after this Declaration was recorded in the Official Records of Brazos County, Texas.

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, on Director to a two (2) 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 Members representing a majority of the votes present in person or by proxy at such meeting, 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 had 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 a 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 an

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 once a year beginning **June 1, 2025** and on or about said date every year thereafter, 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 via email at least seventy-two (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 an 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 Regime; 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 Brazos County, Texas.

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 authorized 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 Regime. 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:

- a. 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.
- b. Guests. The Board may limit the number of guests of Owners with respect to the use of the Common Areas.
- c. 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.
- d. 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.
- e. Employees. The Board may employ independent contractors or employees as deemed necessary, and may prescribe their duties.
- f. 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.
- g. 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.

- h. 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.
- i. 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.

3.20 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 accounting standards as adopted by the American Institute of Certified Public Accountants and must include: a statement of support, revenue and expenses, a statement of changes in fund balances, a statement of functional expenses, and a balance sheet for each fund.

3.21 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.

4.2 ELECTION OF OFFICERS. The Officers shall be elected no less than annually by the 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 of the Board. Unless the notice of resignation state 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 exercised 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) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (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; (vii) review all mail on behalf of the Association; (viii) keep a current register of the names and addresses of Members; and (ix) 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 (vii) 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 2:00 p.m. on the third Sunday in January 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 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 Members of the Association, an Owner may demand that a meeting of the Association be called not later than the thirtieth (30th) day after the date of the Owner's demand. The Owners 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 Regime is located. A notice filed by an election committee must contain: (i) 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; (ii) the name and residential address of each committee member; and (iii) the name of the Regime 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 Regime may operate under this section at one time. If more than one committee in a Regime 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 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 elections 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 giving 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 communications with other Members concerning the meeting. A voting Member or voting Member's agent or attorney is entitled on written demand to inspect any, 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 shall have one vote for each Lot owned in the Regime. The vote of Members representing at least a majority of the votes cast at any meeting at which a quorum is present 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 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 eleven (11) months after the date of its execution. A proxy may not be irrevocable for longer than eleven (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 for 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 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, giving 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 giving 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 services 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 recount¹ 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 thirtieth (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. Unless the notice of meeting state otherwise, the order of business at annual meetings of the Association shall be as follows:

- a. Determine votes present by roll call or check in procedure
- b. Announcement of a quorum
- c. Proof of notice of meeting
- d. Reading and approval of minutes of receding meeting
- e. Reports
- f. Election of Directors
- g. Unfinished or old business
- h. New business
- i. Adjournment

5.17 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 Regime; 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 copies and distributed to the Members, and shall be recorded in the Official Records of Brazos 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 Maintenance Charges 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 this section. An Owner is entitled to obtain from the Association copies of information contained in the books and records. Association attorneys' files and records, excluding invoices requested by an Owner are not records of the Association and are not subject to inspection by the Owner or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's filed and records if the Association has not maintained a separate copy of the document. This Article does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication. An Owner or the Owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and

records requested, to the mailing address of the Association or authorized representative as reflected on the most current Management Certificate. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and if an inspection is requested, the Association, on or before the tenth (10th) business day after the date the Association received the request, shall send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association, or if copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Association receives the request. If the Association is unable to produce the books or records requested on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide to the requester written notice that informs the requester that the Association is unable to produce the information on or before the tenth (10th) business day after the date the Association received the request, and states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this Article is given. The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.

9.2 OPEN RECORDS POLICY. The Board has adopted a Records Production and Copying Policy that prescribe 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 Records of Brazos County, pursuant to Section 209.005 of the Act. The prescribed charges may include all reasonable costs of materials and labor. The Association may not charge an Owner for the compilation, productions, 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 Brazos 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

11.1 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 ten (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 29th day of MAY, 2024.



KENN WALSH, DIRECTOR



KYLE GRANT, DIRECTOR



KYLE SCHULER, DIRECTOR

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1530216

Volume : 19239

ERecordings - Real Property

Recorded On: May 30, 2024 09:09 AM

Number of Pages: 44

" Examined and Charged as Follows: "

Total Recording: \$197.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

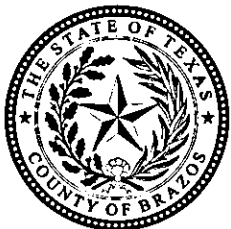
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1530216
Receipt Number: 20240530000017
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User: Thao C
Station: CCLERK01

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STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX