

**BYLAWS OF  
THE RANCHES AT TURKEY SPRINGS HOMEOWNERS ASSOCIATION  
A Texas Non-Profit Corporation**

**ARTICLE I  
NAME AND LOCATION**

1.1 The name of the Association is The Ranches at Turkey Springs Homeowners Association, hereafter referred to as the "Association."

1.2 The initial registered office of the Association shall be as set forth in the Certificate of Formation.

1.3 The purpose of the Association shall be any and all lawful purposes consistent with the operation of a property owners association including any and all purposes assigned to the Association in the Declaration of Covenants, Conditions and Restrictions for The Ranches at Turkey Springs, the Certificate of Formation and these Bylaws.

**ARTICLE II  
DEFINITIONS**

2.1 **Architectural Control Committee.** Architectural Control Committee (ACC) shall be the committee appointed by the Declarant or by the Board pursuant to the Declaration and Bylaws, and its successors and assigns.

2.2 **Association.** Shall mean and refer to The Ranches at Turkey Springs Homeowners Association, a Texas non-profit corporation, also referred to herein or related documents as the "HOA" or the "Corporation", its successors and assigns, which shall be formed by the Declarant.

2.3 **Board.** Shall refer to the Board of Directors of the Association.

2.4 **Bylaws.** Shall be these By-Laws of The Ranches at Turkey Springs Homeowners Association, as amended from time to time according to the provisions thereof and the Texas Business Organizations Code.

2.5 **Certificate of Formation.** The Certificate of Formation for The Ranches at Turkey Springs Homeowners Association as filed with the Texas Secretary of State, as amended from time to time according to the provisions thereof.

2.6 **Common Area.** Shall mean all real property interests and personal property owned by the Association for the common use and enjoyment of the Owners.

2.7 **Common Improvements.** Shall mean the improvements built by the Declarant or the Association and located on the Common Area for the use and benefit of all Lot Owners.

2.8 **Declarant.** Shall mean and refer to Hahn Properties, LLC, its successors and assigns.

2.9 **Declaration.** Shall mean the Declaration of Covenants, Conditions, and Restrictions for the Property, as same may from time to time be amended.

2.10 **Improvement.** Shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveway, sidewalks, curbs, landscaping, signs, street signs, lighting, street lights, mail boxes, electrical lines, pipes, pumps, ditches, walkways, poles, swimming pools and other recreational facilities, stormwater and/or drainage facilities, and fixtures of any kind whatsoever.

2.11 **Lot.** Shall mean those parcels of real property identified as individual Lots on the survey of Ranches at Turkey Springs Subdivision, which is attached as **Exhibit B**, or as such may be amended from time to time by Declarant.

2.12 **Owner(s).** Shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein. Owner shall not include a lessee or tenant of an Owner.

2.13 **Property.** Shall mean and refer to that certain real property described on **Exhibit A**.

2.14 **Public Purchaser.** Shall mean any person or legal entity who becomes an Owner of any Lot within The Ranches at Turkey Springs.

2.15 **Single Family Residence.** Shall refer to a structure containing one dwelling unit only and not occupied by more than one family.

2.16 **TPC.** Shall mean the Texas Property Code as amended from time to time.

2.17 **Visible from Neighboring Property.** Shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation not greater than the elevation of the base of the object being viewed.

**ARTICLE III  
APPLICABILITY OF BYLAWS**

3.1 The provisions of these Bylaws constitute the Bylaws of The Ranches at Turkey Springs Homeowners Association.

3.2 The provisions of these Bylaws are applicable to the Property as defined above.

3.3 All present or future Owners, present or future tenants, their employees or other persons that use the Property in any manner are subject to the regulations set forth by these Bylaws. The mere acquisition or rental of any portion of the Property, or the mere act of occupancy thereof will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant or occupant.

3.4 The Association will record all dedicatory instruments as required by TPC §202.006, including the Declaration, Certificate of Formation, these Bylaws and any Rules and Regulations adopted by the Association.

**ARTICLE IV  
OFFICES**

4.1 The principal office of the Association shall be located in \_\_\_\_\_ County, Texas at such address shown in the Certificate of Formation or Management Certificate filed in the real property records subject to change in location as the Board of Directors may determine from time to time.

4.2 The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with the registered office, as required by the Texas Business Organization Code. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE V  
MEMBERSHIP**

Each Owner (whether one or more persons or entities) of a Lot shall, upon by virtue of becoming such Owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically terminate. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary for any instrument to provide for transfer of such membership in the Association, and no certificate of membership will be issued.

## ARTICLE VI MEETING OF MEMBERS

6.1 **Voting.** The Association will have two classes of voting memberships:

Class A Membership: Class A Members shall be the Owners of Lots, with the exception of the Declarant. There is one membership for each Lot, and only one vote shall be cast with respect to each Lot. In those instances where a Lot is owned by more than one party, the multiple Owners of such Lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote, and each Owner shall at all times remain responsible for designating any such representative, and for maintaining an accurate address on file with the HOA for notice and billing purposes. The vote applicable to any Lot being sold under a contract of sale shall be exercised by the contract vendor unless the contract expressly provided otherwise and the Association has been notified, in writing, of such provision. Voting by proxy shall be permitted.

Class B Membership: The Class B member shall be the Declarant. The Declarant shall be entitled to nine (9) votes for each Lot of which Declarant is the record owner.

6.2 **Quorum for Membership Action.** With respect to any annual or special general membership meeting of the Association, at the first call of such meeting, the presence at the meeting in person or by proxy of 67% of the total votes of the membership shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned to a new date not more than seven (7) days from the current date and the required quorum at such meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting. This procedure shall be continued until a quorum has been obtained; provided however, that such reduced quorum shall not be applicable at a subsequent meeting held more than fifteen (15) days following the originally scheduled meeting.

6.3 **Annual Meetings.** The first annual meeting of the membership shall be held when called by Declarant or when at least seventy-five percent (75%) of the total number of lots in the subdivision have been transferred to owners other than Declarant. Each subsequent regular annual meeting of the members shall be held in the same month as the first annual meeting. Notice of the first and all subsequent annual meetings shall be given as provided herein. The Board of Directors may change the annual meeting date to another date each year upon at least sixty (60) days written notice to the members.

6.4 **Special Meetings.** Special meeting of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote not less than thirty-three percent (33%) of all of the votes.

6.5 **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call a meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association

for the purpose of notice. Such notice shall be deemed to be delivered when deposited in the United States mail, or when delivered as otherwise allowed by the TPC. In the event that the meeting is to consider amending the Bylaws or Rules and Regulations, notice shall be sent by Certified Mail, Return Receipt requested, or evidenced by a signed receipt or waiver of such notice.

6.6 **Means of Voting.** At all meeting of members, each member may vote in person or by proxy, absentee or electronic ballot. All proxies and absentee ballots shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

6.7 **Election or Voting Recount.** Any member may request in writing within 15 days of the date of a meeting a recount of the votes of a meeting. No candidate for a director position or their family members may be given access to the ballots cast at the meeting in accordance with TPC 209.0057.

6.8 **Action Taken Without a Meeting.** The members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the members or by the same number of members as would be required at a meeting to the extent allowed by and consistent with §6.202 of the Texas Business Organization Code. Any action so approved shall have the same effect as though taken at a meeting of the members.

## **ARTICLE VII BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE**

7.1 **Number.** The affairs of this Association shall be managed by a Board of three (3) or four (4) directors, who need not be members of the Association. The allowed number of directors may be amended in the manner for amending these Bylaws, but shall not fall below the minimum number of required directors for a Texas Non-Profit Corporation, so long as the Association remains a Texas Non-Profit Corporation.

7.2 **Term of Office.** The members may elect the directors to staggered terms, said terms to expire on the respective anniversary in each year indicated or the members may elect any or all directors to one year terms. The members of the Board shall hold office until their successors have been elected and hold their first meeting. The initial Board of Directors as named in the Certificate of Formation shall serve for one year or until their successors have been elected.

7.3 **Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event the number of directors shall be decreased, the retiring director(s) shall volunteer to withdraw. In the event no such agreement to withdraw can be obtained, the entire Board shall be reelected, to be comprised of at least the required minimum number of members, at a special meeting of the members held for such purposes.

7.4 **Compensation.** No director shall receive compensation for any service he may render to the Association in his capacity as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as a director.

7.5 **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors or by the same number of directors as would be required at a meeting to the extent allowed by and consistent with §6.202 of the Texas Business Organization Code. Any action so approved shall have the same effect as though taken at a meeting of the directors.

7.6 **Open Meetings.** The Association shall comply with open meetings requirements of the TPC and in particular Section 209.0051. All regular and special meeting of the Board shall be open to any member subject to the right of the Board to meet in executive session as allowed by the TPC.

## **ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS**

8.1 **Nomination.** Nomination for election to the Board of Directors shall be made by any member, director, or officer, either prior to or at the annual meeting of members, or by prior notice to the President in which case the nominee shall be included in any list of nominees presented to the members for a vote.

8.2 **Election.** Election to the Board of Directors shall be by written ballot or other documentary means as allowed by the TPC. At such election the members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

8.3 **Vacant.** A Director whose term is expiring or is removed may only be replaced by a vote of the Members. Upon the resignation, death or incapacity of a Director, the remaining Directors may fill the vacancy for the remainder of the director's term.

## **ARTICLE IX MEETINGS OF DIRECTORS**

9.1 **Regular Meeting.** Regular meetings of the Board of Directors shall be held upon such schedule as the Board shall establish by resolution. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

9.2 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by at least fifty percent (50%) of the directors, after not less than three (3) days' notice to each director.

9.3 **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act done or decisions made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

9.4 **Notice to Members.** Members must be given advance notice of Board meetings as required by the Texas Property Code. Address of the member's Lot shall constitute the address for notice absent another address being provided by the Member to the Association.

9.5 **Board Meetings.** The Board shall comply with the open records requirements of the Texas Property Code.

## **ARTICLE X POWER AND DUTIES OF THE BOARD OF DIRECTORS**

10.1 **Powers.** The Board of Directors shall have power to:

(a) adopt and publish rules and regulations and to take all other acts legally within the power of the Board of Directors to conduct the business and purposes for which the Association is organized, namely, to collect and disburse assessments, operate, manage, maintain and administer the affairs of the Association and to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association as a residential real estate development in accordance with and pursuant to the Declaration, and any subsequent amendments and Supplemental Declarations thereto, and to enforce the provisions of said Declaration;

(b) adopt any rules and regulations and propose amendments to the rules and regulations governing the use of the Common Area, the Common Improvements, and the personal conduct of the members and their guests thereon. These rules are in addition to any restrictions set forth in the Declaration and shall be null and void to the extent that they conflict with said restrictions. Such rules may be amended in accordance with the provisions for amending these Bylaws;

(c) suspend the voting rights of a member during a period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for as long as the member is not in compliance with the published rules and regulations or the Declaration;

(d) exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(e) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(f) employ a manager, an independent contractor, attorney, accountant or such other persons as they deem necessary, and to prescribe their duties and the compensation for such services; and

- (g) exercise any other powers as set out in the Declaration.

10.2 **Duties.** It shall be the duty of the Board of Directors on behalf of the Association to administer the Common Area and Common Improvements in accordance with the Declaration, including but not limited to the duty to:

- (a) administer and enforce the restrictions;
- (b) provide for the upkeep and maintenance of the entry area;
- (c) make, collect and enforce Assessments for the payment of expenses of the HOA, including, but not necessarily limited to (i) costs of maintaining easements, roads, entry feature & landscaping; (ii) Ad Valorem taxes assessed against the property of the HOA; (iii) liability insurance associated with the property of the HOA; (iv) directors' and officers' insurance for the Board and the ACC; (v) shared wildlife management costs provided for in a WMPA Plan; and (vi) costs, including attorney's fees and other costs of litigation to administer and enforce the Restrictions and other activities of the HOA;
- (d) cause to be kept a complete record of all its acts and corporate affairs and to present a report thereof to the members at the annual meeting of the members, or at any special meeting which such report is requested in writing by more than fifty percent (50%) of the members who are entitled to vote;
- (e) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (f) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid or any other information which the Association is legally required to provide. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; and
- (g) establish a Maintenance Fund for the purposes set forth in the Declaration and these Bylaws;
- (h) follow the procedures for making, collecting, and enforcing assessments and other restrictive covenants as set out in the Declaration and the TPC;
- (i) prepare, file and amend as needed the Management Certificate as required by TPC §209.004;
- (j) refuse to enter into related party contracts except as allowed by the TPC §209.0052;
- (k) take any other action as set out in the Declaration.

## **ARTICLE XI OFFICERS AND DUTIES**

11.1 **Enumeration of Officers.** The officers of the Association shall be a president, secretary, and treasurer, and such other officers as the Board may from time to time create by resolution. Officers may, but need not, be members of the Board of Directors.

11.2 **Election of Officers.** The election of officers shall take place at the organizational meeting of the corporation and at the meeting of the Board of Directors following each annual meeting of the members.



11.3 **Term.** Each officer of the Association shall be elected annually by the Board and each such officer shall hold office until such time as said officer shall resign, shall have been removed, shall be replaced, or the office terminated.

11.4 **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, as the Board may from time to time require.

11.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

11.7 **Multiple Offices.** Any number of corporate offices may be held by the same person, unless prohibited by the Texas Business Organizations Code, as amended, and in that event, the requirements of said Code shall be met.

11.8 **Duties.** The duties of the officers of the Association shall be such as are defined by the Board by resolution, statutory or other legal provisions, and including, without limitation, the following:

(a) **President:** The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the membership. The president shall have all of the general powers and duties which are usually vested in the office of president of the Association, including, but not limited to, the power to appoint committees from members from time to time, as he may decide is appropriate, to assist in the conduct of the affairs of the Association.

(b) **Secretary:** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(c) **Treasurer:** The treasurer and such other officers as determined by the Board of Directors shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required by applicable law or the members; and in consultation with the President shall prepare an annual budget and a statement of income and expenditures to be presented to the

membership at its regular annual meeting, and deliver a copy of each to the members.

## **ARTICLE XII NO PERSONAL LIABILITY**

No member of the Board of Directors, of any Committee of the Association or any of the officers of the Association shall be personally liable to any Owner, or any other party (including the Association) for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors or any other representative or employee of the Association; provided, however, that such person has, upon the basis of such information as may be possessed by him, acted in good faith.

## **ARTICLE XIII INDEMNITY**

All members of the Board of Directors, officers of the Association, members of any committee of the Association, and any other agent or representative of the Association as may be designated by Board resolution shall be indemnified and advanced expenses to the fullest extent of the law in relation to any claim or threatened claim made against such person because the person is or was a director, *officer*, committee member or other agent or representative of the Association. This Bylaw provision shall also be considered a mandatory indemnification provision.

## **ARTICLE XIV ARCHIECTURAL CONTROL COMMITTEE**

14.1 **Architectural Control Committee.** The Association shall establish an Architectural Control Committee ("ACC") consisting of not less than three individuals. The ACC shall have those duties and authority as set out in the Declaration.

14.2 **Appointment and Removal of ACC Members.** Appointment and Removal of ACC members shall be in accordance with and pursuant to the procedures described for the nomination and election of directors set forth in these Bylaws. The members of the ACC in office upon transfer of authority to the Association shall remain members of the ACC until their resignation, removal or replacement as set forth herein. Thereafter they shall be elected for one year terms by the members.

## **ARTICLE V BOOKS AND RECORDS**

15.1 **Corporate Book.** The book, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or first mortgagee. The Declaration, Certificate of Formation, and the Bylaws of the Association shall be available for inspection by any member or first mortgagee at the principal office of the Association, where copies may be purchased at reasonable cost as allowed by the TPC.

15.2 **Resale Certificates.** All Resale Certificates provided by the Association shall comply with the requirements of TPC §207.

## **ARTICLE XVI ASSESSMENTS**

16.1 **Assessments.** As provided in the Declaration, each member is obligated to pay to the Association taxes, annual, and special assessments which are secured to the full extent provided by law, by a continuing vendor's lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid as required in the Declaration, the Association may, without limitation, either (1) bring an action at law against the Owner personally obligated to pay all amounts, including interest and attorney fees, as allowed in the Declaration or by applicable law, or (2) judicially foreclose the lien against the property as allowed by law, or (3) engage in alternative dispute resolution procedures as set forth in the Declaration, or all or any of such actions. No owner may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse of the Common Area or abandonment of his Lot.

16.2 The Association will abide by the prohibitions against non-judicial foreclosure set out in the TPC in Section 209.0092 as amended from time to time.

16.3 The Association may impose transfer fees in connection with the sale of Lots as approved by the members and in accordance with the Texas Property Code. Transfer fees may not be imposed on transfers by gift or inheritance.

## **ARTICLE XVII AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting or by written consent of the members, by a vote of at least 66% of the total number of Class A and Class B Membership votes, unless a greater number is required by law or the Declaration.

## **ARTICLE XVIII ALTERNATIVE DISPUTE RESOLUTION**

In the event a dispute arises under these Bylaws, or under the Declaration in which the ACC, the Association or one or more of its members are parties, the Association shall abide by the alternative dispute resolution procedures set forth in the Declaration or required by the TPC, including but not limited to §209.007. If the dispute is not governed by the Declaration or the TPC neither the Association nor any members shall institute legal proceedings for at least 30 days after notice to the opposing party, during which time the parties shall act in good faith to resolve the dispute. This provision shall not preclude seeking a temporary restraining order or injunction but only to preclude irreparable harm.

**ARTICLE XIX  
MISCELLANEOUS**

In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. The Certificate of Formation shall conform to the Declaration.

IN WITNESS WHEREOF, we, being the Declarant and all of the directors of The Ranches at Turkey Springs Homeowners Association, have hereunto set our hand effective as of \_\_\_\_\_, 2018.

**DECLARANT:**

**HAHN PROPERTIES, LLC**

By: \_\_\_\_\_  
Justin L. Hahn, Managing Member

APPROVED:

\_\_\_\_\_  
Justin L. Hahn, Director

\_\_\_\_\_  
Dana A. Hahn, Director

\_\_\_\_\_  
Edward Eastland, Director