



BYLAWS OF BUFFALO HEIGHTS HOMEOWNERS ASSOCIATION, INC.
(a Texas non-profit corporation)

ARTICLE I
INTRODUCTION

The name of the corporation is Buffalo Heights Homeowners Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in Tom Green County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, County of Tom Green, as may be designated by the Board.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in those certain sets of Covenants recorded in the Official Public Records of Tom Green County, Texas, including the number, qualification, appointment, removal, and replacement of Directors. In accordance with the terms of the Covenants, all Members and any other persons permitted to use the Common Areas and any other portion of the Property as set forth in the Covenants shall be subject to these Bylaws, the Regulations and to any other policies, rules and regulations adopted from time to time by the Board. Ownership of a Lot shall be conclusively deemed to mean that the Owner has accepted, ratified and will comply with the Governing Documents.

ARTICLE II
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Act. "Act" shall mean Chapter 209 of the Texas Property Code, as amended from time to time.

Section 2.2. Articles. "Articles" shall mean the Articles of Incorporation of Buffalo Heights Homeowners Association, Inc., filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.3. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Covenants.

Section 2.4. Association. "Association" shall mean and refer to Buffalo Heights Homeowners Association, Inc.

Section 2.5. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Covenants, as the same may be amended from time to time.

Section 2.6. Board. "Board" shall mean the Board of Directors of the Association and their successors as duly appointed or elected, as applicable, and qualified from time to time.

Section 2.7. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

Section 2.8. Common Areas. "Common Areas" shall mean the portions of the Property and Improvements thereon (a) owned by the Association (other than any Lot acquired by the Association through a foreclosure in accordance with the Covenants); (b) leased by or assigned to the Association through a contract, lease or otherwise; (c) constituting an easement area, naming the Association as grantee; (d) for which the Association has maintenance responsibility pursuant to the Covenants or under any written agreement with any Governmental Authority; (e) any other areas designated as Common Areas by Declarant pursuant to the Covenant which may be amended from time to time.

Section 2.9. Covenants. "Covenant" or "Covenants" shall mean and refer to the following instruments:

- a. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION ONE, TOM GREEN COUNTY, TEXAS, recorded on May 7, 2008, under Clerk's Document No. 651392 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- b. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TWO A, TOM GREEN COUNTY, TEXAS, recorded on September 11, 2014, under Clerk's Document No. 201412201 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- c. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TWO B, TOM GREEN COUNTY, TEXAS, recorded on August 12, 2014, under Clerk's Document No. 201410660 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- d. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION THREE, TOM GREEN COUNTY, TEXAS, recorded on April 11, 2013, under Clerk's Document No. 734724 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- e. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FOUR, TOM

GREEN COUNTY, TEXAS, recorded on April 11, 2013, under Clerk's Document No. 734726 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and

- f. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FIVE, TOM GREEN COUNTY, TEXAS, recorded on April 11, 2013, under Clerk's Document No. 734725 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- g. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION SIX, TOM GREEN COUNTY, TEXAS, recorded on August 12, 2014, under Clerk's Document No. 201410661 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- h. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION SEVEN, TOM GREEN COUNTY, TEXAS, recorded on March 17, 2014, under Clerk's Document No. 201403107 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- i. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION EIGHT, TOM GREEN COUNTY, TEXAS, recorded on February 6, 2014, under Clerk's Document No. 201401460 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- j. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION NINE, TOM GREEN COUNTY, TEXAS, recorded on February 9, 2016, under Clerk's Document No. 201601517 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- k. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TEN A, TOM GREEN COUNTY, TEXAS, recorded on March 31, 2016, under Clerk's Document No. 201604448 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- l. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TEN B, TOM GREEN COUNTY, TEXAS, recorded on May 22, 2017, under Clerk's Document No. 201706679 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and

- m. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TEN C, TOM GREEN COUNTY, TEXAS, recorded on August 8, 2018, under Clerk's Document No. 201810397 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- n. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION ELEVEN A, TOM GREEN COUNTY, TEXAS, recorded on April 23, 2019, under Clerk's Document No. 201904928 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- o. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TWELVE A, TOM GREEN COUNTY, TEXAS, recorded on February 15, 2019, under Clerk's Document No. 201901834 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- p. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION TWELVE B, TOM GREEN COUNTY, TEXAS, recorded on June 15, 2021, under Clerk's Document No. 202110395 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- q. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION THIRTEEN, TOM GREEN COUNTY, TEXAS, recorded on June 1, 2020, under Clerk's Document No. 202007768 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- r. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FOURTEEN, TOM GREEN COUNTY, TEXAS, recorded on June 10, 2020, under Clerk's Document No. 202008403 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- s. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FIFTEEN A, TOM GREEN COUNTY, TEXAS, recorded on June 10, 2020, under Clerk's Document No. 202010001 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- t. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FIFTEEN B, TOM GREEN COUNTY, TEXAS, recorded on January 28, 2021, under Clerk's

Document No. 202101563 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and

- u. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION FIFTEEN C, TOM GREEN COUNTY, TEXAS, recorded on March 14, 2022, under Clerk's Document No. 202204072 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- v. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION SIXTEEN, TOM GREEN COUNTY, TEXAS, recorded on March 14, 2022, under Clerk's Document No. 202204073 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time; and
- w. The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUFFALO HEIGHTS, SECTION SEVENTEEN, TOM GREEN COUNTY, TEXAS, recorded on June 15, 2021, under Clerk's Document No. 202110396 in the Official Public Records of Tom Green County, Texas, as the same may be amended from time to time.
- x. All future Declarations of Covenants, Conditions and Restrictions for Buffalo Heights or Buffalo Heights West, as amended from time to time.

Section 2.10. Declarant. "Declarant" shall mean Petra Firma Development Group, Inc., a Texas Corporation, and Buffalo Heights West Development, LLC, a Texas Limited Liability Company and their authorized representatives or their successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.11. Director. "Director" or "Directors" means a member of the Board.

Section 2.12. Governing Documents. "Governing Documents" means those documents governing the Property, including but not limited to: (a) the Act; (b) the Covenants, as amended by any Supplemental Covenants or amendment; (c) the Articles of Incorporation; (d) Architectural Guidelines; (e) these Bylaws; (f) Rules and Regulations and (g) any other policies adopted by the Board and recorded in the Real Property Records of the County.

Section 2.13. Governmental Authority. "Governmental Authority" means any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, State, County, district, municipal, City or otherwise) whether now or hereafter in existence.

Section 2.14 Lot. "Lot" means any plot or tract of land in the Property or any future land annexed into the Property that is designated for separate ownership and as further described in the Covenants, any amendments thereto or in any Supplemental Covenants.

Section 2.14. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Covenants and delegated the duties, powers, or functions of the Association.

Section 2.15. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Covenants and these Bylaws. Membership will be appurtenant to and may not be separated from ownership of a Lot. Each Member will be entitled to cast one (1) vote for each Lot owned with respect to any matter on which members of the Association are entitled to vote. In cases where more than one Person owns a fee interest in a Lot, all such Persons will arrange among themselves for one of them to exercise the voting rights attributable to their Lot. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination, however, will not release or relieve the Member from any liability or obligation under the Restrictions that was incurred during the Member's period of ownership of a Lot.

Section 2.16. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.17. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.18. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

Section 2.19. Person. "Person" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association and any other legal entity, including any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing and any Designee.

Section 2.20. Property. "Property" means that certain real property located in the County and more particularly described in the Covenants and subject to the terms and provisions of the Covenants, together with all and singular the Easements, rights, and appurtenances pertaining thereto, including any annexed property.

Section 2.21. TNCL. "TNCL" means the Texas Nonprofit Corporation Law, as amended from time to time.

ARTICLE III
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.01. Membership. Each Owner of a Lot is a mandatory member of the Association, as more fully set forth in the Covenants.

Section 3.02. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

Section 3.03. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within twenty-four (24) months from the date of incorporation of the Association. Meetings shall be of the Members. The Board shall set subsequent regular annual meetings so as to occur during the third quarter of the Association's fiscal year on a date and at a time the Board sets.

Section 3.04. Special Meetings. Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code, or any successor statute.

Section 3.05. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage prepaid.

Section 3.06. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.07. Adjournment of Meetings. If any Association meeting cannot be held because a quorum is not present, a majority of the Members, as the case may be, who are present at such meeting may adjourn the meeting to a time not less than 10 or more than 30 days from the time the original meeting was called, and the quorum requirement will be reduced by half at the reconvened meeting. If a quorum is not present at the

reconvened meeting, the quorum requirement will be reduced to a fourth at the second reconvened meeting. This pattern shall continue at reconvened meetings until a quorum is present. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 3.08. Voting. Each Member will be entitled to cast one (1) vote for each Lot owned with respect to any matter on which members of the Association are entitled to vote. In cases where more than one Person owns a fee interest in a Lot, all such Persons will arrange among themselves for one of them to exercise the voting rights attributable to their Lot. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination, however, will not release or relieve the Member from any liability or obligation under the Restrictions that was incurred during the Member's period of ownership of a Lot. At all meetings of Members, each Member, subject to this Section and Section 3.14, may vote in person, by a legitimate proxy in form approved by the Board, by absentee ballot, or by electronic ballot.

Section 3.09. Proxies. On any matter as to which a member is entitled personally to cast the vote for his Lot, such vote may be cast in person or by proxy, subject to the limitations of Texas law relating to use of general proxies and subject to any specific provision to the contrary in the Covenants or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than 11 months after the date of the original meeting for which it was given, unless otherwise provided therein. Every proxy shall be revocable and shall automatically cease upon conveyance of the limit for which it was given.

Section 3.10. Absentee Ballots. A solicitation for votes by absentee ballot must include (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (2) instructions for delivery of the completed absentee ballot, including the delivery location, and (3) 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."

Section 3.11. Majority. As used in these Bylaws, the term "majority" shall mean more than 50% of the total eligible votes in the Association.

Section 3.12. Quorum. Except as provided in these Bylaws or in the Covenants, the presence of the Members representing 5% of the total votes in the Association shall constitute a quorum at all Association meetings.

Section 3.13. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.14. Action Without a Meeting by Written Ballot. Any action which may be taken by the vote of the Members at a regular or special meeting, other than the election of Directors, may be taken without a meeting if done in compliance with relevant provisions of the Act and TNCL. If an action is taken without a meeting, the Secretary shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the Quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the proposal at a regular or special meeting authorizing the action. Votes cast electronically (email, facsimile or website posting) pursuant to this Section shall constitute written and signed ballots.

Section 3.15. Proof of Member. The rights of membership will not be exercised by any Person until satisfactory proof has been furnished to the Secretary of the Association that the Person is qualified as a Member. This proof may consist of a copy of a duly executed and acknowledged deed or title-insurance policy evidencing ownership of a Lot, a member's name on the billing and payment records of the Association, or a utility bill displaying the same name as the one found on the county public records or county appraisal district website. A deed or policy will be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

Section 3.16. Annual Budget and Assessments. Copies of the budget for the upcoming fiscal year Association and the income and expenses activity report for the preceding fiscal year of the Association shall be prepared and made available for inspection to all Members prior to the beginning of each fiscal year of the Association. If an annual budget is subsequently amended before the Assessments are made, a copy of the amended budget shall also be made available for inspection. Subject to the provisions of the Covenants, nothing herein contained shall be construed as restricting the right of the

Board, at any time and in its sole discretion, to levy a Special Assessment, as set forth in the Covenants, in the event that the budget as originally adopted shall appear to be insufficient to pay the cost of the operation or management of the Property or in the event of emergencies.

Section 3.17. Election by Acclimation. Once a quorum is met and when the number of nominees equals the number of positions to be filled, the chair at the meeting may take a voice vote or declare each nominee elected by general consent or acclamation at the annual meeting, thus eliminating the need to include that office on the ballot.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Authority: Number of Directors.

- a. The affairs of the Association shall be governed by a Board. The number of Directors shall be fixed by the Board from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Articles. The initial Directors shall serve until their successors are elected and qualified in the third quarter of the year 2024. The number of directors shall never be less than three (3), nor more than five (5). Except as otherwise set forth in this section and in the Declaration, each Director will serve a term of two (2) years and may serve an unlimited number of consecutive terms. If the Board increases the numbers of directors, the Board shall appoint Directors to fill the vacant positions on the Board. The term of the appointed Directors shall be until the next annual meeting. Staggered terms may be implemented for Directors beginning in 2024 upon the majority vote of the Directors.
- b. Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.
- c. No member of the Board may at the same time also be a member of the Architectural Control Committee.

Section 4.2. Compensation. Directors will receive no compensation. A Director will be reimbursed for reasonable expenses while managing the affairs of the Association.

Section 4.3. Nominations to the Board. Members may be nominated for election to the Board in either of the following ways: (a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for

election upon his filing with the Board a Member Endorsement Form or (b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board. The Member Endorsement Form shall be delivered in accordance the instructions on said form.

Section 4.4. Removal of Directors for Cause. If a Director breaches such Director's duties hereunder or violates the terms of the Covenants, the Articles, the Rules and Regulations or these Bylaws, such Director may be removed by Declarant unless Declarant no longer has the right to appoint and remove Directors in accordance with Section 4.1 of these Bylaws, and then by a majority vote of the remaining Directors after Declarant's right to appoint and remove Directors has expired. No Director shall have any voting rights nor may such Director participate in any meeting of the Board at any time that such Director is delinquent in the payment of any Assessments or other charges owed to the Association. Any Director that is ninety (90) days delinquent in the payment of Assessments or other charges more than three (3) consecutive times shall be removed as a Director.

Section 4.5. Vacancies on the Board. If the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

Section 4.6. Removal of Directors. An elected Director may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast in the Association.

Section 4.7. Consent in Writing. Any action by the Board, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Regular meetings of the Board may be held at any time and place permitted by law as from time to time as may be determined by the Board.

Notice of regular meetings of the Board shall be given to each Director personally; by telephone, electronic mail, or facsimile; or by United States mail, with postage prepaid, directed to him at his last known post office address, as the applicable notice information appears on the records of the Association, at least ten but not more than 40 days before the date of such regular meeting. Regular meetings of the Board will be open to all Members of the Association; however, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

Section 5.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director. Special meetings of the Board will be open to all Members of the Association; however, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

Section 5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or 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.

Section 5.4. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.5. 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 Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

Section 5.6. Open Meetings of the Board. Except for actions taken by the Board without a meeting under Section 5.5, Members will be given notice of the date, time, place, and general subject of all regular or special meetings of the Board, including a general description of any matter to be brought up for deliberation in executive session. Except for any portion of a meeting conducted in a meeting under Section 5.5, if a meeting is held by telephone conference or other electronic communication, notice will include instructions for how Members will access any telephonic or electronic communication. The notice must be (1) mailed to each Member no earlier than sixty (60) days and no later than ten (10) days before the meeting, or (2) provided at least one hundred forty-four (144) hours before the start of a regular meeting of the Board and at least seventy-two (72) hours before the start of a special meeting of the Board by (a)

posting the notice in a conspicuous manner reasonably designed to provide notice to the Members (i) in a prominent place or places in the Common Area and Facilities of the Subdivision or, with the consent of the applicable Owner, on other conspicuously located privately owned property within the Subdivision, or (ii) on any Internet website that is available to Members and maintained by the Association or by a management company on behalf of the Association, and (b) sending the notice by electronic mail (e-mail) to each Member who has registered an e-mail address with the Association. Each Member must keep an updated e-mail address registered with the Association. If the Board recesses a regular or special meeting of the Board 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 notice requirements of this Section. If a regular or special meeting of the Board is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board will give notice of the continuation in at least one manner prescribed by this Section within two (2) hours after adjourning the meeting being continued. Any action taken without notice to the Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the applicable regular or special meeting, and documented in the minutes of the next regular or special meeting of the Board. Despite anything in these Bylaws to the contrary, the Board may not, unless done in an open meeting for which prior notice was given to the Members under this Section, consider or vote on (1) fines, (2) damage assessments, (3) initiation of foreclosure actions, (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, (5) increases in Assessments, (6) levying of special Assessments, (7) appeals from a denial of Architectural Committee approval, (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Board to present the Owner's position, including any defense, on the issue, (9) lending or borrowing money, (10) the adoption or amendment of a dedicatory instrument, (11) the approval of an annual budget or the approval of an amendment of an annual budget, (12) the sale or purchase of real property, (13) the filling of a vacancy on the board, (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or (15) the election of an officer.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Covenants;

- a. adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- b. suspend the voting rights of a Member and right of a Member to use of the

Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

- c. exercise for the Association all powers, duties and authority vested in or related to the Association by law and not reserved to the membership by other provisions of the Association Restrictions;
- d. to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;
- e. declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- f. employ such employees as they deem necessary, and to prescribe their duties;
- g. as more fully provided in the Covenants, to:
 - (1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Covenants; and
 - (2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- h. 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 and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);
- i. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- j. cause all officers or employees having fiscal responsibilities to be bonded or insured, as it may deem appropriate, at the costs of the Association;
- k. employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, lawyers and accountants, which the Board may deem necessary for any proper purposes of the Association, and fix

the compensation for professional advice or services, including, but not limited to, those hereinbefore or hereinafter referred to in these Bylaws;

- l. grant and reserve easements, leases, licenses or concessions where necessary or desirable for utilities, routes of ingress and egress, or any other purpose, over the Common Areas and any other property of the Association and to amend the Governing Documents to be consistent therewith, if necessary;
- m. do all things incidental and necessary to the accomplishment of the foregoing and take any other action necessary to enforce the provisions set forth in the Governing Documents; and
- n. exercise such other and further powers or duties as provided in the Covenant or by law.

Section 6.2. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time establish by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the annual meeting or the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. 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, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. 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.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. Any two or more offices may be held by the same Person, except that the same Person may not hold the offices of President and Secretary.

Section 7.8. Duties. The duties of the officers are as follows:

- (a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) **Vice President.** The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 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.
- (d) **Assistant Secretaries.** Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.
- (e) **Treasurer.** The Treasurer 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; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership

at its regular meeting, and deliver a copy of each to the Members.

Section 7.9. Manager. To facilitate management of the Property and the administration of the Association, the Board may delegate to a Manager responsibility for matters of a routine nature, renewable by agreement of the parties thereto for successive one year periods only, and shall be subject to termination by either party as set forth in the agreement entered into by the parties.

ARTICLE VIII OTHER COMMITTEES OF THE BOARD

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, after the Declarant Control Period, as defined in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Buffalo Heights Subdivision, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. Records kept will be available for inspection and copying by any Member or any Director for any purpose upon the terms and conditions and subject to the requirements of Texas Property Code § 209.005.

ARTICLE X ASSESSMENTS

As more fully provided in the Covenants, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Covenants. The Board may raise annual assessments, subject to the requirements of Texas Property Code § 209.0051, at any time, however, in no event will the maximum Regular Annual Assessments per Lot be increased by more than twenty-five percent (25%) per year.

In addition to the Regular Assessments contemplated in this Declaration, the Association shall establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Association to pay (i) non-recurring Common Area

Expenses relating to the maintenance, care, alteration, improvement, replacement, operation and management of the Property and the administration of the Association; (ii) capital expenditures necessary to replace Improvements on or within the Common Area; (iii) additional Common Area Expenses if the Regular Assessments are not sufficient to cover all of the Common Area Expenses, except as otherwise set forth in Article III with regard to Declarant's funding responsibilities during the Declarant Control Period; and (iv) contractual and other liabilities of the Association that have not been included in the Budget. Special Assessments so established shall be payable by and allocated among the total number of Lots and allocated to each Owner based upon the number of Lots such Owner owns within 30 days of receipt of notice of such Special Assessment, or as otherwise specified in such notice.

ARTICLE XI CORPORATE SEAL

The Association may, but shall have no obligation to have a seal in a form adopted by the Board.

ARTICLE XIII AMENDMENTS

Section 13.1. These Bylaws may be amended from time to time by the affirmative vote of a majority of the Directors present at a meeting of Directors at which a Quorum is present; provided, however, these Bylaws shall not be amended in any manner that is in conflict with the Covenants. Members must be given notice of any meeting of the Directors for the purpose of amending the Bylaws in accordance with the Act. Any such notice shall include the specific amendment or other change proposed to be made to these Bylaws. An amendment shall be effective upon the recording in the Real Property Records a document setting forth the amendment in full and certifying that the contents of the document have been approved.

Section 13.2. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.

ARTICLE XIV INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director and Officer of the Association against, and reimburse and advance to every Director and Officer for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code (Non-Profit Corporation Sections) and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director or Officer shall be indemnified for:

- (a) a breach of duty of loyalty to the Association or its Members;
- (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which such Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or
- (d) an act or omission for which the liability of such Director or Officer is expressly provided for by statute

ARTICLE XV MISCELLANEOUS

Section 15.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 15.2. Construction. Number and gender as used in these Bylaws shall extend to and include both singular and plural and all genders as the context and construction require. In the event a conflict exists between the terms and provisions of these Bylaws and the Covenants, the terms and provisions of the Covenants will prevail.

IN WITNESS WHEREOF, the Association, certifying that the contents of the document have been approved by the Directors, has caused these Bylaws to be executed and effective as of the 5th day of December, 2023.

By: Buffalo Heights Homeowners
Association, Inc., a Texas non-
profit corporation



Sandy Seidel, President

ACKNOWLEDGMENT

STATE OF TEXAS

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§
§

COUNTY OF TOM GREEN

SUBSCRIBED AND SWORN TO before me on December 5, 2023 by Sandy Seidel, President of Buffalo Heights Homeowners Association, Inc., a Texas non-profit corporation, on behalf of Buffalo Heights Homeowners Association, Inc., a Texas non-profit corporation.

Sophia L Nicks

Notary Public, State of Texas

My commission expires: 2/09/26



**CERTIFIED FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Christina Ubando

Christina Ubando County Clerk
Tom Green County, Texas
12/06/2023 11:50 AM
Fee: \$102.00
202315313 BYL