BYLAWS FOR WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

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BYLAWS

OF

WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

A Texas Non-Profit Corporation

PREAMBLE

These Bylaws of Woodland Park Homeowners Association, Inc. ("Bylaws") are subject to, and governed by, the Texas Non-Profit Corporation Act (the "Act") and the Articles of Incorporation of Woodland Park Homeowners Association, Inc. a Texas non-profit corporation (the "Association"). In the event of a conflict between the provisions of these Bylaws and the mandatory provisions of the Act, the provisions of the Declaration of Covenants, Conditions and Restrictions for Woodland Park Homeowners Association, Inc. (the "Declaration") or the Articles of Incorporation of the Association (the "Articles of Incorporation"), such provisions of the Act, the Declaration or the Articles of Incorporation, as the case may be, will be controlling. All capitalized undefined terms used herein shall have the meanings respectively ascribed to them in the Declaration.

ARTICLE ONE: PROPERTY

1.1. Property Location. The land described Exhibit "A" of the Declaration recorded in the Real Property Records of Smith County, Texas, and the appurtenances thereto, including the buildings and other improvements constructed thereon, together with such additional real property as may be subjected to the provisions of the Declaration in accordance with the provisions of Article IX thereof (hereinafter called the "Property"), shall be known as Woodland Park.

1.2. Applicability of Bylaws to Property. The provisions of these Bylaws are applicable to the Property and the use and occupancy thereof. The term "Property" as used, herein shall include all easements, rights and appurtenances belonging thereto, and any other property, personal or real, intended for use in connection therewith.

1.3. Personal Application. All present and future owners (hereinafter referred to as "Owners' or "Members") mortgagees, lessees and occupants of Residences and their licensees, invitees, agents, employees, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration and the rules and regulations applicable to the Property which are from time to time in effect in accordance with the provisions of the Declaration or the Bylaws (collectively "Rules").

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Residence shall constitute an agreement that these Bylaws, the Rules and the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE TWO: OFFICES

2.1. Registered Office and Agent. The registered office and registered agent of the Association will be designated from time to time by the appropriate filing by the Association in the office of the Secretary of State of Texas.

2.2. Other Offices. The Association may also have offices elsewhere, both within and without the State of Texas, as the Board of Directors of the Association (the "Board of Directors") may from time to time determine or the business of the Association may require.

ARTICLE THREE: MEETINGS OF THE ASSOCIATION

3.1. Annual Meetings. An annual meeting of the Members of the Association will be held during each calendar year on the date and at the time and place as designated by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice of such meeting, At such meeting, the Members will elect directors and transact any other business that is properly brought before the meeting.

3.2. Special Meetings. A special meeting of the Members may be called at any time by the president of the Association (the 'President"), the Board of Directors, by Members holding not less than one-tenth (1/1 o) of the votes entitled to be cast at such meeting, or such other officers or persons as may be provided in the Articles of Incorporation or these Bylaws. The date, time and place of the special meeting are to be designated by the person(s) calling the meeting and must be stated in the notice of the special meeting or in a duly executed waiver of notice of such a meeting. Only the business stated or indicated in the notice of the special meeting may be conducted at the special meeting.

3.3. Place of Meetings. Meetings of Members will be held in Smith County, Texas, unless another place is designated for meetings in the manner provided in Sections 3.1 and 3.2.

3-4. Notice. Except as otherwise provided by law, written or printed notice stating the place, day and hour of each meeting of the Members and, in the case of a special meeting, the purpose(s) for which the meeting is called, must be delivered, not less than ten (10) nor more than fifty (50) days before the date of the meeting.

3.5. Quorum. With respect to any matter, a quorum is present at a meeting of Members if Members holding a ten (10%) of the votes entitled to vote as specified in the Declaration of determining the affairs of the Association are represented at the meeting in person or by proxy, except as otherwise provided by law or the Declaration. If a quorum is not present at any meeting of Members, the Members represented in person or by proxy at such meeting may adjourn the meeting until a time and to a place determined by a majority vote of the Members represented in person or by proxy at that meeting. The quorum required at such subsequent meeting shall be one-half (1/2) the quorum required at the prior meeting if the subsequent meeting is held within sixty (60) days of such adjournment. Once a quorum is present at a meeting of Members, the Members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is

adjourned, and the subsequent withdrawal from the meeting of any Member or the refusal of any Member represented in person or by proxy to vote will not affect the presence of a quorum at the meeting.

3.6. Voting Rights.

(a) The Association initially shall have two (2) classes of voting membership, denominated "Class A" and "Class B".

(b) Each Owner of a Unit, with the exception of Declarant, shall be a Class A Member and shall be entitled to one (1) Class A vote per Unit. If such Owner is a group or entity other than one (1) individual person, the vote on behalf of such Owner shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting.

(c) The sole Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Unit owned. The Class B Membership shall cease and be converted to Class A Membership according to the method set forth in Section 3.3 of the Declaration.

(d) All voting rights of Members are subject to the restrictions set forth in the Declaration and elsewhere herein.

3.7 Control by Declarant.

(a) Subject to the right of the Class A Members to elect certain members of the Board of Directors pursuant to Section 4.2 hereof, Declarant hereby retains the right to appoint and remove all members of the Board of Directors and to remove any officer or officers of the Association during the "Class B Control Period", which shall terminate according to the method set forth in Section 3.3 of the Declaration.

(b) Upon the expiration of the Class B Control Period a special meeting of the Association shall be called. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board, and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period which Declarant has in its possession. Each Owner, by acceptance of a deed to or other conveyance of a Unit, vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

3.8. Method of Voting: Proxies. At each meeting of Members, each Member of record and the Declarant will be entitled to vote on each matter submitted to a vote of Members. At any meeting of Members, every Member having the right to vote may vote

either in person or by a proxy properly executed in writing by the Member. Each such proxy must be filed with the secretary of the Association (the "Secretary') before, or at the time of, the meeting. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. If no date is stated on a proxy, such proxy will be presumed to have been executed on the date of the meeting at which it is to be voted. Each proxy will be revocable unless the proxy form conspicuously states that the proxy is irrevocable, and the proxy is coupled with an interest or is otherwise made irrevocable by law.

3.9. Voting Procedures. The procedures for the election of directors of the Association and resolution of such other issues as may be brought before the membership of the Association shall be governed by the Declaration, the Act, the Articles of Incorporation, and these Bylaws, as each shall from time to time be in form and effect.

3.10. Closing of Transfer Records; Record Date.

(a) Registered Owners. When more than one person holds such interest in any Unit, all such persons shall be Members; however, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit except as otherwise specified herein or in the Declaration. For the purpose of voting, the Association shall assume that each Unit has one (1) Member who is entitled to vote.

The Association will be entitled to treat the Members of record, as described below, as the Members in fact and, accordingly, will not be bound to recognize any equitable or other claim to or interest in such Unit on the part of any other person, whether or not it has actual or other notice thereof, except as otherwise provided by law.

(b) Matters Other than Consents to Action. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or any adjournment thereof, the Board of Directors may fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than sixty (60) days and, in case of a meeting of Members, not less than ten (10) days prior to the date on which the particular action requiring such determination of Members is to be taken. If no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members, the date of the meeting will be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 3.10, such determination will apply to any adjournment thereof.

(c) Consents to Action. Unless a record date has previously been fixed or determined pursuant to this section, whenever action by Members is proposed to be taken by consent in writing without a meeting of Members, the Board of Directors may fix a record date for the purpose of determining Members entitled to consent to that action, which record date may not precede, and may not be more than ten (10) days after, the date upon which the resolution fixing the record has been adopted by the Board of Directors. If no record date has been fixed by the Board of Directors and the prior action of the Board of Directors is not required by the Act, the record date for determining Members entitled to consent to action in

writing without a meeting will be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Association by delivery to its registered office, registered agent, its principal place of business or an officer or agent of the Association having custody of the books in which proceedings of meetings of Members are recorded. Delivery to the Association's principal place of business must be addressed to the President, If no record date has been fixed by the Board of Directors and prior action of the Board of Directors is required by the Act, the record date for determining Members entitled to consent to action in writing without a meeting will be at the close of business on the date on which the Board of Directors adopts a resolution taking such prior action.

3.11. Officers' Duties at Meetings. The President is to preside at all meetings of Members. The Secretary is to keep the records of each meeting of Members. In the absence or inability of either officer, such officer's duties are to be performed by the officer given the authority to act for the absent or non-acting officer under these Bylaws or by one or more person(s) appointed at the meeting.

3.12. Act Without Meeting, Except as otherwise provided by law or by the Articles of Incorporation, any action required to be taken, or which may be taken, by law or the Articles of Incorporation or these Bylaws, or the Declaration, at any annual or special meeting of Members, may be taken without a meeting, without prior notice, and without a vote, if a consent(s) in writing, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof, Every written consent signed in the manner provided for herein must bear the date of signature of each Member who signs the consent. The Board of Directors may fix a reasonable period, from the record date as determined in Section 3.10 above for the execution and return of a Member's consent. The signed consent(s) of Members must be placed in the minute books of the Association.

3.13. Enforcement.

(a) Right of Enforcement

(i) The Declaration and these Bylaws and the Restrictions, as defined in part (a)(ii) of this Section, contained in each shall insure to the benefit of and shall be enforceable by (i) the Declarant so long as it owns any property described on Exhibit A of the Declaration, (ii) the Association, and (iii) each Owner, his legal representatives, heirs, successors and assigns.

(ii) "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created and imposed by the Declaration or these Bylaws.

(b) Right of Abatement.

(i) In the event of a violation or breach of any Restriction contained in the Declaration or these Bylaws, the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the

specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the right of abatement ("Right of Abatement"), as defined in part (b)(ii) of this Section.

(ii) The Right of Abatement, as used in this Section and in Section 3.14 of this Article, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Unit as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass, or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the costs thereof including the costs of collection and reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by Law or 18% per annum to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Unit enforceable pursuant to the provisions of part (d) of this Section. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Unit after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, deed to secure debt, or other instrument, excepting only (A) such liens for taxes or other public charges as are by applicable law made superior, (B) the liens created by Article 5.10 of the Declaration, and (C) all deeds of trust or mortgages given to secure a loan the proceeds of which are used (1) to purchase a Unit or Units, together with any and all Structures which may from time to time be placed or located thereon, or (2) to finance the construction, repair or alteration of Structures.

(c) Specific Performance. Nothing contained in the Declaration or these Bylaws, shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, the Declaration or these Bylaws; therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

(d) Collection of Assessments and Enforcement of Lien. If any Assessment, interest, cost or other charge is not paid as required by the Declaration or these Bylaws, the Association may (A) bring an action at law against the Owner personally obligated to pay the same, (B) bring an action to foreclose any lien created by the Declaration or these Bylaws against the Unit Or Units subject to the lien, which shall include the right, but not the obligation, to file a notice of lien against said Unit in the deed records of Smith County, Texas, or both, for the purpose of collecting such Assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

(e) No Waiver, The failure of the Declarant, the Association, or the Owner of any Unit, their or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

3.14 Suspension of Membership Rights. The Board may suspend the right of enjoyment of the Common Property of any person who:

(a) shall be subject to the Right of Abatement, as defined in Section 3.13(b)(ii) of this Article, by reason of having failed to take the reasonable steps to remedy a violation or breach of any Restriction contained in the Declaration or these Bylaws;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article 5.10 of the Declaration; or

(c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property.

Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 3.14, the suspension may be for a period not to exceed sixty-three (63) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from their Unit.

Suspensions are subject to disapproval by the Declarant for as long as Declarant owns any property per Appendix "A" referenced in the Declaration.

ARTICLE FOUR: DIRECTORS

4.1. Management by Board of Directors. The business and affairs of the Association will be managed by and under the direction of the Board of Directors. The Board of Directors may exercise all powers of the Association. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Property and may do all such acts and things except as by law, by the Declaration, by the Articles of Incorporation or by these Bylaws may not be delegated to the Board of Directors by the Members. Each director will hold office until the next annual meeting of Members or until his or her successor shall have been duly elected and qualified or, if earlier, until their death, resignation, or removal from office.

4.2. Number; Election; Qualification.

(a) The number of directors constituting the Board of Directors may not be less than three (3). The first Board of Directors will consist of the directors named in the Articles of Incorporation. Once the control of the Association passes to the Class A Members

as provided in Section 3.7 of these Bylaws, the affairs of the Association shall be managed by a Board of not less than five (5) nor more than seven (7) directors, as defined from time to time by resolution of the Board of Directors.

(b) A decrease in the number of directors constituting the entire Board of Directors will not have the effect of shortening the term of any incumbent director. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Members at any annual or special Members' meeting called for that purpose.

4.3 Removal and Resignation.

(a) During the Class B Control Period, Declarant shall have the right to remove any member of the Board of Directors, with or without consent, except to the extent provided otherwise in Section 4.2 above.

(b) Once the control of the Association passes to the Class A Members as provided in Section 3.7 of these Bylaws, 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 of death, resignation or removal of a director, their successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

(c) Any director may resign at any time. A resignation must be made in writing and will take effect at the time specified therein, or if no time is specified, at the time of its receipt by the President or the Secretary. The acceptance of a resignation will not be necessary to make it effective, unless expressly so provided in the resignation.

4-4. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy will be elected to serve for the unexpired term of his or her predecessor in office.

4.5. Place of Meetings. The Board of Directors may hold its meetings within or without the State of Texas as the Board of Directors may from time to time determine.

4.6. Annual Meetings. Each newly elected Board of Directors may hold its annual meeting, if a quorum is present, immediately after and at the same place as the annual meeting of Members. Notice of such a meeting will be given in accordance with Texas law.

4.7. Regular Meetings. Regular meetings of the Board of Directors may be held with notice at such times and places as designated from time to time by resolution of the Board of Directors and communicated to all directors.

4.8. Special Meetings: Notice. Special meetings of the Board of Directors may be held whenever called by the President or by any director. Notice of such meeting will be given in accordance with Texas law.

4.9. Quorum Majority Vote. At all meetings of the Board of Directors, a majority of the current directors will constitute a quorum for the transaction of business. If a quorum is not present at a meeting, a majority of the directors present or any director solely present may adjourn the meeting without notice other than an announcement at the meeting, until a quorum is present. Unless the act of a greater number is required by law, the Declaration, the Articles of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is in attendance will be the act of the Board of Directors.

4.10. Order of Business. At meetings of the Board of Directors, business will be transacted in the order as the Board of Directors may determine from time to time. The President will preside at all meetings of the Board of Directors. In the absence or inability to act of the President, the Vice President or any other officer will conduct the meeting, The Secretary will prepare minutes of the meeting unless the Board of Directors appoints another person to act as secretary of the meeting, The regular minutes of the proceedings must be placed in the minute book of the Association.

4.11. Presumption of Assent. A director who is present at any meeting of the Board of Directors at which action on any Association matter is taken will be presumed to have assented to the action unless their dissent is entered in the minutes of the meeting or unless he/she files their written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or forwards any dissent by certified or registered mail to the Secretary immediately after, but in no event more than two (2) business days after, the adjournment of the meeting. Such right to dissent does not apply to a Director who voted in favor of such action.

4.12. Action Without Meeting. Unless otherwise restricted by the Declaration, the Articles of Incorporation, State Law or these Bylaws, any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members of the Board of Directors or committee, as the case may be. Such consent will have the same force and effect, as of the date stated therein, as a unanimous vote of such members of the Board of Directors or committee, as the case may be, and may be stated as such in any document or instrument filed with the Secretary of State of Texas or in any certificate or other document delivered to any person. The signed consent must be placed in the minute books of the Association.

4.13. Compensation. Directors as such shall not receive any salary or compensation for their service as directors; provided, however, that nothing contained herein shall be construed to preclude any director from serving the Association in any other capacity or receiving compensation therefore.

ARTICLE FIVE: COMMITTEES

5.1. Designation. The Board of Directors may, by resolution adopted by a majority of the entire Board of Directors, designate one or more committees, including an Executive Committee.

5.2. Number: Qualification: Term. Each committee will consist of two (2) or more persons, a majority of whom are directors. The directors on each committee can be appointed by the President and adopted by a majority of the entire Board of Directors. The Board may designate one or more of its directors as alternate member(s) of any committee, who may, subject to any limitations imposed by the Board of Directors, replace absent or disqualified members at any meeting of that committee. The Board of Directors may also appoint any Member to serve on a committee. The number of committee members may be increased or decreased by resolution adopted by a majority of the entire Board of Directors. Each committee member shall serve as such until the earliest of (a) the expiration of their term as director, (b) their resignation as a committee member or as a director and (c) their removal as a committee member or as a director.

5.3. Authority. Each committee, to the extent expressly provided in the resolution establishing such committee, will have and may exercise all of the authority assigned to it by the Board of Directors, including when assigned, the authority of the Board of Directors, except to the extent restricted by law, the Declaration, the Articles of Incorporation or these Bylaws and except that no such committee shall have the authority of the Board of Directors in reference to filling vacancies in the Board of Directors or any such committee, electing or removing officers or members of any such committee, altering or repealing any resolution of the Board of Directors or disposing or selling all or substantially all of the Association's assets.

5-4. Committee Changes. The Board of Directors will have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

5.5. Regular Meetings. Regular meetings of any committee may be held without notice at such time and place as may be designated by the committee and communicated to all its members.

5.6. Special Meetings. Special meetings of any committee may be held whenever called by chair of the committee and after delivering notice of such special meeting, including the time and place of such special meeting, to each committee member at least two (2) days before such special meeting. Neither the business to be transacted at, nor the purpose of, any special meeting of any committee need be specified in the notice or waiver of notice of any special meeting.

5.7. Responsibility. The designation of any committee and the delegation of authority to it will not operate to relieve the Board of Directors or any director of any-responsibility imposed upon the Board or any director by law.

ARTICLE SIX: GENERAL PROVISIONS RELATING TO MEETINGS

6.1. Notice. Whenever by law, the Declaration, the Articles of Incorporation, or these Bylaws, notice is required to be given to any Member, committee member or director and no provision is made as to how the notice must be given, it will be construed to mean that any such notice may be given (a) in person, (b) in writing, by U.S. mail or hand delivered

addressed to such Member, committee member or director at his address as it appears on the books of the Association or (c) by any other method permitted by law. Any notice required or permitted to be given by mail will be deemed to be given at the time when it is deposited in the United States mail, as provided for *above.* Any notice required or permitted to be given by overnight courier service will be deemed to be given at the time delivered to such service with all charges prepaid and properly addressed. Any notice required or permitted to be given by telegram, telex or telefax will be deemed to be given at the time transmitted with all charges prepaid and properly addressed. All notices to Members must be given in accordance with the specifications of the Declaration.

6.2. Waiver of Notice. Whenever by law, the Declaration, the Articles of Incorporation or these Bylaws, any notice is required to be given to any Member, director or Committee member, a waiver of notice in writing signed by the person(s) entitled to the notice, whether before or after the time notice should have been given, will be equivalent to the giving of such notice. Attendance of a Member, director or committee member at a meeting will constitute a waiver of notice of the meeting, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.3. Telephone and Similar Meetings. Members, directors, or committee members may participate in and hold meetings 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 the meeting will constitute 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.

ARTICLE SEVEN: OFFICERS AND OTHER AGENTS

7.1. Number: Titles: Election: Term: Qualification. The officers of the Association will be a President, a Secretary and a Treasurer, and any other officers and agents as the Board of Directors may elect or appoint. The Board of Directors shall elect the officers at its first meeting at which a quorum is present after the annual meeting of Members, unless otherwise specified by these Bylaws or by resolution of the Board of Directors, or whenever a vacancy exists. The Board of Directors then, or from time to time, may also elect or appoint one or more other officers or agents as it may deem advisable. Each officer and agent will hold office for the term for which he is elected or appointed and until his successor has been elected or appointed and qualified. Any person may hold any number of offices.

7.2. Removal and Resignation. Any officer, agent or member of a committee elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Election or appointment of an officer, agent or member of a committee will not of itself create contract rights. An officer may resign at any time upon written notice to the Association. The acceptance of a resignation will not be necessary to make it effective unless so provided in the resignation.

7.3. Vacancies. Any vacancy occurring in any office of the Association may be filled by the Board of Directors.

7.4. Authority. Officers will have the authority to, and shall perform duties in, the management of the Association as provided in these Bylaws or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

7.5. President. The President will be the chief executive officer of the Association and, subject to the supervision of the Board of Directors and subject to the provisions of applicable law restricting the power of a President, will have general management and control of the business and property of the Association in the ordinary course of its business with all such powers with respect to general management and control as reasonably incident to such responsibilities, including, but not limited to, the power to employ, discharge or suspend employees and agents, to fix the compensation of employees and agents, to suspend, with or without cause, any officer pending final action by the Board of Directors with respect to continued suspension, removal, or reinstatement of that officer, and to appoint Directors and Members to committees.

7.6. Vice Presidents. Each Vice President, if any, will have those powers and duties assigned to him by the Board of Directors or as delegated by the President. The Vice Presidents, in the order designated by the Board of Directors, or in the absence of such designation, as determined by the Length of time each has held the office of Vice President, will exercise the powers of the President during the President's absence or inability to act.

7.7. Treasurer. The Treasurer will have the responsibility of all the Association funds and must deposit them in such banks or other depositories as the Board of Directors or any officer(s), or any officer and agent jointly, duly authorized by the Board of Directors, direct or approve. They must keep a full and accurate account of all monies received and paid on account of the Association and must render a statement of his accounts whenever the Board of Directors so requires. Except as otherwise provided by the Board of Directors, they must perform all other necessary acts and duties in connection with the administration of the Association's financial affairs and generally perform all the duties usually appertaining to the office of the treasurer of a corporation. Whenever required by the Board of Directors, they must give bonds for the faithful discharge of their duties in the sums and with the sureties as the Board of Directors may approve. In the absence of the Treasurer, the person designated by the Board of Directors, if any, will perform the Treasurer's duties.

7.8. Secretary. Except as otherwise provided in these Bylaws, the Secretary must keep the minutes of all meetings of the Board of Directors, and of the Members or consents in lieu of such meetings in the Association's minute books, and must cause notice of the meetings to be given when requested by any person authorized to call a meeting. The Secretary may sign with the President, in the name of the Association, all contracts of the Association and affix the Association seal thereto. The Secretary may sign with the President all Association certificates, and he is in charge of the Association records, books and papers as the Board of Directors may direct, all of which will at all reasonable times, be open to inspection by any director at the office during business hours. The Secretary will, in general,

perform such other duties incident to the office of the Secretary, or as assigned by the Board of Directors or delegated by the President.

ARTICLE EIGHT: INDEMNIFICATION

8.1. Mandatory Indemnification: Directors or Officers Successful in Defense. The Association must indemnify any person or the estate of any deceased person (such person or estate of any deceased person being hereafter throughout this Article referred to as "Person") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administration, arbitrative, or investigative (hereafter throughout this Article Eight collectively referred to as "Proceeding"), by reason of the fact that he/she is or was a director or officer of the Corporation, or is or was serving at the request of the Association as a director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, sole proprietorship, employee benefit plan or other enterprise (hereafter throughout this Article Eight collectively referred to as "Director") against expenses, including reasonable attorneys' fees, actually and reasonably incurred by them in connection therewith to the extent that they have been wholly successful on the merits or otherwise in defense of such Proceeding.

8.2. Indemnification Whether Successful or Not in Defense.

(a) The Association must indemnify any present or former director or officer of the Association, or the estate of such a person, who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he is or was a Director, and the Association may indemnify any Person, other than a present or former director or officer of the Association, or the estate of such a person, who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he/she is or was a Director or employee or agent of the Association, against expenses, including reasonable attorneys' fees, actually and reasonably incurred by them, and against judgments, penalties, including excise and similar taxes, fines, and amounts paid in settlement by them in connection therewith if they acted in good faith and in a manner they reasonably believed, in the case of conduct in his official capacity, as defined in Texas Non-Profit Corporation Act ("TNPCA") Article 1396-2,22AiA, (4) ("Official Capacity"), to be in the best interests of the Association; or, in all other cases, to be not opposed to the best interests of the Association; and, with respect to any criminal Proceeding, if he had no reasonable cause to believe his conduct was unlawful; provided, however, that if he is found liable to the Association is found liable on the basis that personal benefit was improperly received by him, the indemnification provided pursuant to this Section 8.2 (i) is limited to expenses actually and reasonable incurred by him in connection with the Proceeding and (ii) may not be made in respect of any Proceeding in which he has been found liable for willful or intentional misconduct in the performance of his duties to the Association.

The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the Person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any

criminal Proceeding, that he had reasonable cause to believe that his conduct was unlawful. A Person will be deemed to have been found liable in respect to any claim, issue or matter only after the Person has been so adjudged by a court of competent jurisdiction after exhaustion of all appeals.

b) Notwithstanding any other provisions of this Article, the corporation must indemnify any Person as to whom indemnification is mandatory under Sections 8.1 or 8.2(a) of this Article to the fullest extent then permitted by laws.

8.3. Indemnification Procedure. Any indemnification under Section 8.2 of this Article (unless ordered by a court or made pursuant to a determination by a court) may be made by the Association only as authorized in the specific cause upon a determination that indemnification of the Person is proper under the circumstances because the Person has met the applicable standard of conduct set forth in Section 8.2. Such determination will be made;

(a) By a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the Proceeding.

(b) If such quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the Proceeding; or

(c) By special legal counsel selected by the Board of Directors or a committee of the Board by a vote as set forth in (a) or (b) immediately foregoing, or, if such a quorum cannot be obtained and such a committee cannot be established by a majority vote of all Directors.

8-4. Authorization of Payment.

(a) Authorization of indemnification and determination as to reasonableness of expenses will be made in the same manner as the determination that indemnification is permissible, except that if special legal counsel makes the latter determination, authorization of indemnification and determination as to reasonableness of expenses must be made:

(1) By a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the Proceeding; or

(2) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the Proceeding; or,

(3) If such a committee cannot be established, by a majority vote of all directors,

against him and incurred by him in such capacity or arising out of his status as such a Person, whether or not the Association would have the power to indemnify him against such liability under TN PCA Article 1396-2.22A. If the other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the arrangement may provide for payment of a liability (with respect to which the Association would not have the power to indemnify the Person. Without limiting the power of the Association to procure or maintain any kind of arrangement, the Association may, for the benefit of Persons described in this Section 8.8 (a) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) establish a letter of credit, guarantee, or surety arrangement.

8.9. Other Provisions Applicable to Insurance and Other Arrangements. The insurance may be procured, maintained, or established with an insurer, or the other arrangement may be procured, maintained or established within the Association or with any insurer or other person considered appropriate by the Board of Directors. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement will be conclusive and the insurance or other arrangement will not be voidable and will not subject the directors approving the insurance or other arrangement to liability, on any grounds, regardless of whether directors participating in the approval are beneficiaries of the insurance or other arrangement.

8.10. Severability. In the event that any part or portion of this Article is judicially determined to be invalid or unenforceable, such determination will not in any way affect the remaining portions of this Article, but the same will be divisible and the remainder will continue in full force and effect. Notwithstanding any provision of this Article to the contrary, the Association shall not indemnify any person described in this Article if such indemnification (1) would jeopardize the corporation's tax-exempt status under Section 501(e)(3) of the Internal Revenue Code of 1986, as amended, or any successor statute (the "Code"), or (2) if the Association is determined to be a private foundation for federal income tax purposes, would cause the imposition of the federal excise tax for self-dealing under Section 4941 of the Code or for making a taxable expenditure under Section 4945 of the Code.

8.11. Appearance as a Witness or Otherwise. Notwithstanding any other provision of this Article, the Association may pay or reimburse expenses incurred by a director, officer, or other person in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

ARTICLE NINE: MISCELLANEOUS PROVISIONS

9.1. Books and Records. The Association must keep correct and complete books and records of account and must keep minutes of the proceedings of its Members, the Board of Directors, and each committee of the Board of Directors. The Association must keep at its registered office or principal place of business, a record of the original ownership of Residences by the Association and a record of each transfer of ownership of the Residences

for any reason, as to the portion(s) that is found invalid or unenforceable, such portion(s) shall be amended in accordance with Section 9.7 so that it nearly approximates the original intent as possible while satisfying the requirements of the law, and the remaining parts, so far as is possible and reasonable, will remain valid and operative.

9.4. Attestation by the Secretary. With respect to any deed, deed of trust, mortgage, or other instrument executed by the Association through its duly authorized officer(s), the attestation to such execution by the Secretary will not be necessary to constitute such deed, deed of trust, mortgage, or other instrument a valid and binding obligation against the Association unless the resolutions, if any, of the Board of Directors authorizing such execution expressly state that such attestation is necessary or unless otherwise required by applicable law.

9.5. Headings. The headings and table of contents used in these Bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in the interpretation of these Bylaws.

9.6. References. In these Bylaws, whenever the singular number is used, the same includes the plural where appropriate, and words of any gender include each other gender where appropriate.

9.7. Amendment of Bylaws. Unless the Declaration, the Articles of Incorporation or a Bylaw adopted by the Members provides otherwise as to all or some of the Bylaws, the Members may amend, modify or repeal any Bylaw or adopt new Bylaws.

Adopted day of 2026.

SIGNED this !J!: day of {{hvu&vj 2025.

By:'L:s.,-tr5Rf

William Hunt III, Manager
MEHU Holdings LLC

STATE OF TEXAS §
§
COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared W\JvWI)Yl, Manager of *MEHU Holdings* LLC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

VG-23-2026-202601005767

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202601005767

Real Property Recordings
BY LAWS

Recorded On: March 03, 2026 09:39 AM

Number of Pages: 22

Billable Pages: 21

" **Examined and Charged as Follows:** "

Total Recording: $105.00

********** **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:	202601005767
Receipt Number:	20260303000042
Recorded Date/Time:	March 03, 2026 09:39 AM
User:	Kelsey P

STATE OF TEXAS
Smith County
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 Records of Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX