

**AMENDED AND RESTATED
BYLAWS
OF
SPRINGSIDE ESTATES HOMEOWNERS ASSOCIATION, INC.,
A TEXAS NON-PROFIT CORPORATION
FORMERLY KNOWN AS
CHAUTAUQUA HOMEOWNERS ASSOCIATION, INC.**

Article I

Name, Principal Office, and Definitions

1.1 Name. The name of the Association is Springside Estates Homeowners Association, Inc. (hereinafter referred to as the "**Association**").

1.2 Principal Office. The principal office of the Association shall be in the State of Texas. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. Capitalized terms used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Springside Estates filed or to be filed in the Public Real Estate Records of Ellis County, Texas (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "**Declaration**"). All other words used in these Bylaws shall be given their normal, commonly understood definitions unless the context indicates otherwise.

Article II

Association: Members, Meetings, Quorum, Voting, Proxies

2.1 Members. The Association shall have three classes of Members: Class A, Class B, and Class C (all herein, the "**Members**") as more fully set forth in the Declaration, the terms of which are incorporated herein by reference. Pursuant to section 5.01 of the Declaration, Class A Members shall pay 100% of the established per Lot Regular and Special Assessment, Class B Members shall pay 50% of the established per Lot Regular and Special Assessment, and the Class C Member shall not pay any Regular or Special Assessment for Lots owned by it. Pursuant to section 5.01 of the Declaration, each class of Members has certain voting rights.

2.2 Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Property or convenient thereto.

2.3 Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur during the first quarter

of the Association's fiscal year on a date and at a time set by the Board of Directors. Annual meetings during the Development Period may be for informational purposes only.

2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least twenty-five percent (25%) of the total Class "A" votes of the Association plus the written consent of the Declarant, if such special meeting is to be held during the Development Period.

2.5 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 or by email, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or 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 address as it appears on the records of the Association, with postage prepaid.

2.6 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 also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. 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 withdrawal of enough Members to leave less than a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein by reference. Voting shall

be by written ballot and each Member shall sign his or her own ballot, unless applicable law provides otherwise. At any meeting of the Members at which a quorum is present, the act of the Members shall be the action approved by the affirmative vote of a majority of the Members in attendance at the time the vote is taken, except as otherwise provided herein.

2.9 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, signed by the Owner or his duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of such Owner's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of the Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total number.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing ten percent (10%) of the total votes in the Association plus the Class C Member, if during the Development Period, shall constitute a quorum at all meetings of the Association; provided, if a quorum is not present at any meeting when initially called, then the meeting may be adjourned and reconvened within thirty (30) days after the date originally called and the quorum requirement upon such reconvening shall be reduced to five percent (5%) of the total votes of the Association, plus the Class C Member, if during the Development Period.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, unless the President is unable to do so, in which case the Vice President shall do so, and the Secretary 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.

2.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Texas. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a unanimous vote of the Members.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.1 Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to Directors appointed by the Declarant, the Directors shall be Members or spouses of Members, except that no person and his or her spouse may serve on the Board at the same time. The foregoing limitations shall not apply to Directors appointed by the Declarant. In the case of a Member which is not a natural person, any officer, director, partner, employee or trust officer of such Member or of the general partner of such Member shall be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member other than the Declarant may have more than one such representative on the Board at a time, regardless of the number of Lots owned by such Members.

3.2 Number of Directors. The Board of Directors shall initially consist of three (3) people; at the first annual meeting following the expiration of the Development Period, the number of Directors shall be increased to five (5). The initial Board shall consist of those persons identified in the Certificate (the "Certificate").

3.3 Directors During Development Period. Subject to the provisions of Section 3.5 below, the Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant until the expiration of the Development Period.

3.4 Nomination of Directors. Nominations shall be taken from the floor of a Members' meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.5 Election and Term of Office. Notwithstanding any other provision of these Bylaws:

(a) At the next annual meeting after termination of the Development Period, or earlier upon the written notice of the Declarant, the President shall call an annual meeting at which Class A Members shall be entitled to elect the five (5) Directors. The Directors elected by the Class A Members shall serve until the next annual meeting. At the first annual meeting of the Members after the termination of the Development Period, or earlier upon the written notice of the Class C Member, and at each annual meeting thereafter, the Directors shall be selected as follows: all five (5) Directors shall be elected by all Members voting without regard to class of Members, with each Member entitled to cast one vote per Lot owned for the number of Directors who are running, and the five nominees with the highest total shall be elected. Each Director shall be elected for a term that expires at the next annual meeting.

(b) Notwithstanding anything to the contrary herein, on or before the 120th day after the date seventy-five percent (75%) of the Lots that may be created and made subject to the

Declaration have been conveyed to third parties other than Declarant or Builders, at least one-third of the Directors of the Association shall be elected by Owners other than Declarant.

(c) There shall be no cumulative voting. The candidates receiving the most votes shall be elected. The Directors elected by the Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

3.6 Removal of Directors and Vacancies. Any Director elected by the Members may be removed, with or without cause, by the vote of a majority of the votes entitled to be cast for election of Directors. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members in the same manner provided in Section 3.5 to fill the vacancy for the remainder of the term of such Director.

Any Director elected by the Members who has three consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term.

This Section shall not apply to Directors appointed by the Class C Member nor to any Director serving as a representative of the Class C Member. The Class C Member shall be entitled to appoint the Directors during the Development Period and to fill any vacancy on the Board resulting from the discharge, death, disability or resignation of a Director serving during the Development Period.

B. Meetings.

3.7 Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Members shall be held within twenty (20) days thereafter at such time and place as the Board shall fix.

3.8 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as a majority of the Directors shall determine, but at least one (1) such meeting shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to Directors not less than seven days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any three Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's

office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) telecommunication, including facsimile or telegram, charges prepaid, with written confirmation of receipt; or (e) email. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or telecommunication shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

3.10 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.12 Compensation. No Director shall receive any compensation from the Association for acting as such. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested Director.

3.13 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

3.14 Open Meetings. Subject to the provisions of Section 3.15, all meetings of the Board shall be open to all Members, but no Member other than Directors may participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director

and granted by the Board. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters described in section 209.0051(c) of the Texas Property Code. This section does not apply to any Board meeting occurring during the Development Period (as defined in the Declaration) unless and to the extent required by section 209.0051(i) of the Texas Property Code.

3.15 Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote, provided that Section 209.0051(h) of the Texas Property Code is complied with.

C. Powers and Duties.

3.16 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Certificate, and as provided by law. The Board may do or cause to be done all acts and things as are not directed to be done and exercised exclusively by the Members generally by the Declaration, Certificate, these Bylaws, or Texas law.

3.17 Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Development Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Development Period upon not more than thirty (30) days written notice.

3.18 Accounts and Reports. The Board will adopt a record retention policy that complies with section 209.005 of the Texas Property Code, as amended, and all Members shall have access to the Association's records as provided in said section. The following management standards of performance shall be followed for all Association records unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the fifteenth day following the due date unless otherwise specified by resolution of the Board of Directors); and

(g) an annual report which may include the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

3.19 Borrowing. The Association shall have the power to borrow money for any legal purpose.

3.20 Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with other

entities. Such agreements shall require the consent of a majority of the total number of Directors of the Association.

Article IV

Officers

4.1 **Officers.** The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board by a majority of the Board of Directors. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board of Directors. Such other officers may, but need not be members of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 **Election and Term of Office.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members.

4.3 **Removal and Vacancies.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.4 **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association and shall preside over meetings of the Members; provided, in his absence, the Vice President may preside over meetings of the Members. The Treasurer shall have primary responsibility for the initial preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5 **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

4.6 **Compensation.** Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.12 hereof.

Article V

Committees

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

Article VI

Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate, the Declaration, or these Bylaws.

6.3 Conflicts. If there are conflicts between the provisions of Texas law, the Certificate, the Declaration, and these Bylaws, the provisions of Texas law, the Declaration, the Certificate, and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, Bylaws, and Certificate, any amendments to the foregoing, the rules of the Association, the Members register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Property as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made;

and

(iii) payment of the cost of reproducing copies of documents requested.

(c) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at his expense.


6.5 **Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address or email address which the Member has designated in writing and filed with the Association or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Association pursuant to this Section.

6.6 **Amendment.** During the Development Period, these Bylaws may be amended by the Declarant acting alone. Thereafter, these Bylaws may be amended upon affirmative vote of a majority of the members of the Board of Directors and the written consent of the Class "B" Members, if such exists, plus a majority of the Class "A" Members in attendance at a meeting duly called. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the authorized assignee of such right or privilege.

IN WITNESS WHEREOF, the undersigned officer does hereby attest that the foregoing Amended and Restated Bylaws were duly adopted by the Board of Directors as of the 5th day of June, 2019.

By: 
Ross Anthony, President