



Holly Lake Ranch Association

# By Laws

**CERTIFICATE FOR  
RECORDATION OF DEDICATORY INSTRUMENT OF  
HOLLY LAKE RANCH ASSOCIATION, INC.**

STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WOOD

§

**WHEREAS**, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located."; and

**WHEREAS**, HOLLY LAKE RANCH ASSOCIATION, INC., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Wood County, Texas, the attached instrument; and

**WHEREAS**, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Holly Lake Ranch Association, Inc., Executed by Holly Lake Development Company, a Texas general partnership, as Declarant, were recorded as follows:

- Airpark, filed April 24, 1972, Volume 651, Page 645
- Holly Lake Ranch, Section I, filed November 13, 1970, Volume 628, Page 441
- Holly Lake Ranch, Section II, Part I, filed January 22, 1971, Page 631, Page 238
- Holly Lake Ranch, Section II, Part II, filed April 20, 1971, Volume 635, Page 683
- Holly Lake Ranch, Section II, Part III, filed August 6, 1971, Volume 639, Page 582
- Holly Lake Ranch, Section III, Part I, filed January 29, 1971, Volume 631, Page 662
- Holly Lake Ranch, Section III, Part II, filed September 22, 1971, Volume 641, Page 366
- Holly Lake Ranch, Section IV, Part I, filed September 22, 1971, Volume 641, Page 350
- Holly Lake Ranch, Section IV, Part II, filed June 30, 1972, Volume 654, Page 551
- Holly Lake Ranch, Section IV, Part III, filed September 7, 1972, Volume 657, Page 386
- Holly Lake Ranch, Section IV, Part IV, filed December 7, 1972, Volume 661, Page 495
- Holly Lake Ranch, Section IV, Part V, filed November 9, 1973, Volume 674, Page 246
- Holly Lake Ranch, Section IV, Part VI, filed April 4, 1975, Volume 697, Page 305
- Holly Lake Ranch, Section IV, Pine Tree, filed April 18, 1977, Volume 740, Page 168
- Holly Lake Ranch, Section IV, Country House 1, filed July 14, 1977, Volume 744, Page 535
- Holly Lake Ranch, Section IV, Country House 2, filed July 14, 1977, Volume 744, Page 535
- Holly Lake Ranch, Section IV, Golf Shores, filed April 26, 1991, Volume 1236, Page 886
- Holly Lake Ranch, Section IV, Quadruplex Units, filed April 15, 2002, Volume 1847, Page 459
- Holly Lake Ranch, Section V, Part I, filed March 29, 1972, Volume 650, Page 484

- Holly Lake Ranch, Section V, Condo Units, filed February 1, 1973, Declaration and Master Deed
- Holly Lake Ranch, Section V, Part II, filed March 29, 1972, Volume 650, Page 499
- Holly Lake Ranch, Section V, Part III, filed June 30, 1972, Volume 654, Page 536
- Holly Lake Ranch, Section VI, filed March 13, 1973, Volume 664, Page 667
- Holly Lake Ranch, Section VII, filed September 4, 1973, Volume 671, Page 734
- Holly Lake Ranch, Section VII, Holly Hill, filed July 1, 1977, Volume 744, Page 535
- Holly Lake Ranch, Section VIII, Part I, filed August 16, 1976, Volume 726, Page 274
- Holly Lake Ranch, Section VIII, Part II, filed August 16, 1976, Volume 726, Page 282
- Holly Lake Ranch, Section IX, Part I, filed August 16, 1976, Volume 726, Page 290
- Holly Lake Ranch, Section IX, Part II, filed August 15, 1978, Volume 764, Page 783
- Holly Lake Ranch, Section IX, Part III, filed April 18, 1977, Volume 740, Page 160
- Holly Lake Ranch, Section IX, Lake Park, filed February 11, 1991, Volume 1228, Page 751
- Holly Lake Ranch, Section X, Part I, filed July 1, 1985, Volume 975, Page 175
- Holly Lake Ranch, Section X, Part II, filed June 22, 1989, Volume 1165, Page 79

\*\*\*Any legally binding and officially filed amendments to the various original subdivision restrictions are considered inclusive, although not directly stated, in this list.

The above referenced restrictions were filed in the Real Property Records of Wood County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Restrictions Holly Lake Ranch" (the "Declaration") subjected to the scheme of development therein certain land located in Wood County, Texas;

**WHEREAS**, Holly Lake Ranch Association, Inc. is governed by Bylaws filed in the Real Property Records of Wood County, Texas including any amendments thereof and supplements thereto;

**NOW THEREFORE**, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

**[signature page follows]**

EXECUTED this 6 day of October, 2022

HOLLY LAKE RANCH ASSOCIATION, INC.,  
A Texas non-profit corporation

By:   
Bill J. Wilkins, President & Director  
Holly Lake Ranch Association, Inc.

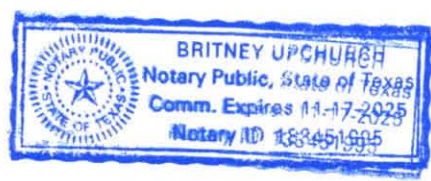
STATE OF TEXAS

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COUNTY OF WOOD

This instrument was acknowledged before me on the 6 day of October, 2022 by Bill J. Wilkins, President and Director of HOLLY LAKE RANCH ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

  
Notary Public in and for the State of Texas



After Recording, Return to:  
Manning & Meyers, Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Wood, TX 75206

**SECOND AMENDED & RESTATED BYLAWS  
HOLLY LAKE RANCH ASSOCIATION, INC.**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WOOD

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This Amended and Restated Bylaws of Holly Lake Ranch Association, Inc. (the "Amendment") is made effective as of the date of their filing in the Wood County Real Property Records by Holly Lake Ranch Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Holly Lake Ranch Association, Inc., Executed by Holly Lake Development Company, a Texas general partnership, as Declarant, were recorded as follows:

- Airpark, filed April 24, 1972, Volume 651, Page 645
- Holly Lake Ranch, Section I, filed November 13, 1970, Volume 628, Page 441
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  - Holly Lake Ranch, Section X, Part I, filed July 1, 1985, Volume 975, Page 175
  - Holly Lake Ranch, Section X, Part II, filed June 22, 1989, Volume 1165, Page 79
- \*\*\*Any legally binding and officially filed amendments to the various original subdivision restrictions are considered inclusive, although not directly stated, in this list.*

The above referenced restrictions were filed in the Real Property Records of Wood County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Restrictions Holly Lake Ranch" (the "Declaration") subjected to the scheme of development therein certain land located in Wood County, Texas;

**WHEREAS**, Holly Lake Ranch Association adopted Bylaws of Holly Lake Ranch Association (the "Association") on November 19, 1987, which Bylaws were amended on July 2, 1992, July 2003, September 15, 2003, September 27, 2012, July 8, 2014, and December 5, 2015;

**WHEREAS**, the Revised & Amended Bylaws for Holly Lake Ranch Association, Inc. were adopted by Holly Lake Ranch Association and subsequently recorded in the Real Property Records of Wood County, Texas and entitled "Holly Lake Ranch Association Bylaws Revised/Amended 7/2018".

**WHEREAS**, the Bylaws for Holly Lake Ranch Association, Inc. were subsequently replaced in full by the Amended and Restated Bylaws for Holly Lake Ranch Association. Said Amended and Restated Bylaws were recorded in the Real Property Records of Wood County, Texas, on May 4, 2021 and entitled "Amended & Restated Bylaws Holly Lake Ranch Association, Inc." (the "Bylaws")

**WHEREAS**, Holly Lake Ranch Association was incorporated as a Texas Nonprofit Corporation and is therefore subject to the Texas Nonprofit Corporation Act, codified at Chapter 22 of the Texas Business Organizations Code;

**WHEREAS**, Pursuant to Article IV, Section 1 of the Bylaws of the Association, the business and affairs of the Association shall be managed by its Board of Directors, who may exercise all such powers of the Association and do all such lawful acts and things as are permitted by statute or by the Articles of Incorporation or by the Bylaws..."

**WHEREAS**, Pursuant to Article IX, Section 3 of the Bylaws of the Association, the Bylaws "the Board of Directors shall have the power to alter, amend, or repeal these Bylaws or adopt new bylaws

*at any regular or special meeting of the Board of Directors;"*

**WHEREAS**, §22.102 of the Texas Business Organizations Code provides statutory authority for the board of directors of a non-profit corporation to amend the bylaws of that non-profit corporation. That section states as follows:

*"(a) The initial bylaws of a corporation shall be adopted by the corporation's board of directors or, if the management of the corporation is vested in the corporation's members, by the members.*

*(b) The bylaws may contain provisions for the regulation and management of the affairs of the corporation that are consistent with law and the certificate of formation.*

*(c) The board of directors may amend or repeal the bylaws, or adopt new bylaws, unless:*

*(1) this chapter or the corporation's certificate of formation wholly or partly reserves the power exclusively to the corporation's members;*

*(2) the management of the corporation is vested in the corporation's members; or*

*(3) in amending, repealing, or adopting a bylaw, the members expressly provide that the board of directors may not amend or repeal the bylaw."*

**WHEREAS**, in order to comply with Article IX, Section 3 of the Bylaws of the Association and Section 22.102 of the Texas Business Organizations Code, the Holly Lake Ranch Board of Directors wishes to prepare and file this Second Amended & Restated Bylaws reflecting such Amendment voted upon by the Board of Directors of Holly Lake Ranch at a duly called meeting of the directors. The Bylaws for Holly Lake Ranch Association have been amended and approved by the board.

**RESOLVED**, that pursuant to the provisions of Section 22.102 of the Texas Business Organizations Code, and the dedicatory instruments of the Association, the Bylaws of The Holly Lake Ranch Association, Inc. as previously filed on May 4, 2021 are hereby revoked and replaced with the following Second Amended & Restated Bylaws of The Holly Lake Ranch Association, Inc.:

# SECOND AMENDED AND RESTATED BYLAWS OF HOLLY LAKE RANCH

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# SECOND AMENDED & RESTATED BYLAWS OF HOLLY LAKE RANCH ASSOCIATION

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## Article I: Definitions, Name, Registered Office, and Purpose

### Section 1-Definitions

In these Bylaws:

“Association” shall mean The Holly Lake Ranch Association, Inc.

“Board of Directors” has the meaning set forth in Section 22.011(1) of the Texas Business Organizations Code (the “TBOC”): the group of persons vested with the management of the affairs of the Association, regardless of the name used to designate the group.

“Common Area” or “Common Property” means portions of real property and improvements thereon that are owned and/or maintained by the Association.

“Corporation” means the Association formed as described in Article 2.01 of these Bylaws. More specifically, it shall mean The Holly Lake Ranch Association, Inc.

“Director” has the meaning set forth in Section 1.001 of the TBOC: an individual who serves on the Board of Directors.

“Governing authority” has the meaning set forth in Section 1.002(35)(A) of the TBOC: a person or group of persons who are entitled to manage and direct the affairs of the Association and the governing documents of the Association. This shall include, but is not limited to the following:

- a) The Board of Directors or other persons authorized to perform the functions of the Board of Directors;
- b) The Architectural Review Authority;

“Governing documents” has the meaning set forth in Section 1.002(36) of the TBOC: the Certificate of Formation, the Bylaws and other documents or agreements adopted by the Association under the TBOC to govern the internal affairs of the Corporation.

“Governing person” has the meaning set forth in Section 1.002(37) of the TBOC: a person serving as part of the governing authority of the Association.

“Lot” means a portion of the Property within the Association intended for independent ownership, on which there is or will be constructed a dwelling, as shown on the Plat or Declaration. Where the context indicates or requires, "lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the lot.

“Member” is an individual or entity who holds a legal interest in a Lot within Holly Lake Ranch Association, including, but not limited to, a community property interest. This includes the legally designated representative(s) of the Property Owner or Property Owner's estate, trust, or equivalent of the above as determined by the HLRA Board of Directors. Property Owners are required to be members of Holly Lake Ranch Association. Each member shall be assigned a member number.

“Member Number” is a number assigned to each member. A Member may only have one member number, irrespective of the number of Lots owned by that Member. Only one Member Number may be issued per Lot. If two or more persons own a legal interest in a Lot, then those persons shall share the same Member Number.

“Owner” shall mean the same as “Property Owner.”

“Property Owner” means an individual or entity holding record title to property within Holly Lake Ranch and includes the personal representatives of a person who holds record title to property in Holly Lake Ranch or equivalent of the above as determined by the HLRA Board of Directors.

“Signature” had the meaning set forth in Section 1.002(82) of the TBOC: any symbol executed or adopted by a person with present intention to authenticate a writing. Unless the context requires otherwise, the term includes a digital signature, an electronic signature, and a facsimile of a signature.

“TBOC” means the Texas Business Organizations Code, as amended from time to time.

“Writing” or “written” has the meaning set forth in Section 1.002(89) of the TBOC: an expression of words, letters, characters, numbers, symbols, figures, or other textual information that is inscribed on a tangible medium or that is stored in an electronic or other medium that is retrievable in a perceivable form. Unless the context requires otherwise, the term includes stored or transmitted electronic data, electronic transmissions, and reproductions of writings; and does not include sound or video recordings of speech other than transcriptions that are otherwise writings.

## **Section 2- Name and Registered Office**

The Holly Lake Ranch Association is a Property Owners' Association, hereafter referred to as "the Association," incorporated as a Texas Nonprofit Corporation with the registered principal

office located at 220 Holly Lodge Circle, Holly Lake Ranch, Texas 75765, or such other address as the Board may establish by notice to all members.

### **Section 3- Purpose**

These Bylaws shall govern the Association and its members and facilitate the fulfillment of the purposes provided in the Articles of Incorporation.

## **Article II: Membership and Related Matters**

### **Section 1- Membership**

Except as otherwise provided in these Bylaws, ownership of a lot or lots (individually, a "Lot" or, if more than one Lot, the "Lots") in any HLR subdivision (hereinafter all lot subdivisions in the HLR development are collectively referred to as the "Subdivision") is required in order to qualify for membership in the Association. Any person upon becoming an owner of a Lot in the Subdivision (a "Property Owner") shall become a member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Property Owner from any liability or obligation incurred under or in any way connected with the Association or these Bylaws during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Property Owner and member. The Board of Directors of the Association may establish additional classes of membership from time to time, and may specify and designate the rights, obligations and privileges of such additional classes of membership, subject, however, to the consent of a simple majority of the members casting votes in an association-wide referendum.

### **Section 2- Voting Rights**

- (a) Voting on All Matters, with the Exception of Amendment to Subdivision Restrictions- Each Member Number within Holly Lake Ranch Association shall be entitled to one vote upon each issue that comes before the membership. Each Member Number is only entitled to cast one vote. Where there are multiple owners of a Lot it is not intended by any provision of these Bylaws that each member shall be entitled to more than one vote for that Member Number.
  
- (b) Voting on Amendment to Subdivision Restrictions- One vote is allotted to an owner for each lot owned, regardless of the number of owners a lot may have. Thus, if a person owns multiple lots, that person is entitled to multiple votes equal to the number of lots he or she owns. In the event that a lot has multiple owners, they are allotted collectively one vote for that lot.

- (c) Multiple Owners Per Lot- Fractional votes may not be cast. Where more than one person or entity owns an interest in any property, as required for membership within the Association, each and every person or legal entity shall exercise their vote as they among themselves collectively determined and they shall designate one person to cast the vote or execute a written consent, as applicable. If such Owners are unable to agree among themselves as to how one vote per Member Number shall be cast, they shall forfeit the right to vote on the matter in question. If more than one person or entity purports to exercise the voting rights with respect to any Member Number on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void.

### **Section 3- Suspension of Privileges**

The General Manager, on behalf of the Board of Directors of the Association, may suspend the privileges of a Member for non-payment of Maintenance Fees or any other indebtedness owed by the Member to the Association. Prior to the suspension of any member's access to the amenities of the Association, the member shall be provided a notice and opportunity to cure in accordance with Section 209.006 of the Texas Property Code. Member privileges may also be suspended, including but not limited to Trash Collection, for any violations of the Association's Subdivision Restrictions, Bylaws, Rules and Regulations, Architectural Review Authority guidelines or for conduct inimical to the best interests of the Association. The Board of Directors of the Association, at its sole discretion, shall determine what constitutes misconduct and shall have the authority to enforce the provisions of this section. Any Member whose privileges have been suspended shall not be admitted to the Association's facilities. Any suspended Member refusing to leave the Association's facilities upon request to do so may be forcibly removed therefrom without liability to the Association or to the person or persons removing such member. Suspension of privileges does not relieve the Member of payment of Maintenance Fees and other obligations of membership. The Association shall have the right to pursue any and all means of collection permitted by the Law.

### **Section 4- Reinstatement of Suspended Privileges**

The Board of Directors, by the affirmative vote of a majority of the members of the Board, may reinstate such Member's privileges upon payment of past Maintenance Fees or any other indebtedness owed by the Member to the Association or by a written Settlement Agreement (Agreement) mutually agreed to and signed by the member and the General Manager on behalf of the Board of Directors establishing a payment plan for past Maintenance Fees or any other indebtedness owed by the Member to the Association as set forth in the Agreement. If, at any time, the member is non-compliant to the terms and conditions of the payment plan as set forth in the Agreement, the Board of Directors, at their sole discretion, may immediately reinstate the

suspension of privileges of the Member.

## **Section 5- Transfer and Severability of Membership**

Membership may not be severed from the property nor may it be in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Property Owner's interest in all or any part of the property and then only to the purchaser or assignee as the new Property Owner thereof. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will be so reflected upon the books and records of the Association. Any transfer of the fee title to a lot, tract or parcel of real estate out of or part of the properties shall automatically operate to transfer Membership to the new Property Owner thereof.

## **Article III: Meeting of Members**

### **Section 1- Place and Time of Meetings**

Meetings of the members shall be held at a time and place designated by the Board of Directors.

### **Section 2- Annual Meetings**

The Association shall hold the following two (2) annual meetings of the members:

- (a) **Annual Election Meeting** The "Annual Election Meeting" shall be held on or about the first Saturday of October for the purpose of announcing the results of the election for the Board of Directors, and the qualification and installation of the incoming Board members as provided in Section 5 of this Article.
- (b) **Annual Meeting** The "Annual Meeting" shall be held on or about the first Saturday of December for the purpose of presenting and approving the budget. Provided, however, at any such annual meeting, the Board may present, discuss and vote on other matters.

### **Section 3- Special Meetings**

Special meetings of the members may be called by the President; the Board of Directors; or by members having not less than one-tenth of the votes entitled to be cast.

### **Section 4- Notice of Meetings**

Written or printed notice of a meeting of the members shall be required and shall state the

place, day and hour of the meeting and, for a special meeting, the purpose or purposes for which the meeting is called.

- (a) **Notice for Special Meeting of the Members** For members who are entitled to vote at such meeting, the notice shall be sent not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Board of Directors, the Secretary, or the officer or person calling the meeting. If mailed, such notice 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 books of the Association, with postage thereon paid.
- (b) **Notice for the Annual Meetings of the Members** Notice shall be sent not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Board of Directors, the Secretary, or the officer or person calling the meeting. If mailed, such notice 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 books of the Association, with postage thereon paid.

## **Section 5- Voting**

The votes of the Members may be cast or given by any or a combination of the following methods:

- (a) In person or by proxy at a meeting of the Association; or
- (b) By paper ballot furnished by the Association; or
- (c) By absentee ballot; or
- (d) By electronic ballot; or
- (e) By any method of representative or delegated voting provided by a dedicatory instrument.

Provided, however, the electronic ballot may not be utilized to the exclusion of the paper ballot until such year following the year in which the members voting electronically exceeds sixty-seven percent (67%) of the total number of members that voted.

All of the required provisions of these methods of voting, verification, tabulations and including notices shall be in accordance with Texas Property Code Chapter 209.

## **Section 6- Proxies**

At any meeting of the members, a member entitled to vote may vote in person or by proxy

executed in writing by the member or his duly authorized attorney in fact. A proxy is revocable and expires eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy may not be irrevocable for longer than 11 months.

### **Section 7- Cumulative Voting**

No member shall be entitled to cumulate his vote at any election of the Association.

### **Section 8- Electronic Meetings**

A meeting of the members of the Association may be held by means of a conference telephone or similar communications equipment, another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination of those means, in accordance with Section 22.002 of the Texas Business Organizations Code.

## **Article IV: Board of Directors**

### **Section 1- Management**

The business and affairs of the Association shall be managed by its Board of Directors, who may exercise all such powers of the Association and do all such lawful acts and things as are permitted by statute or by the Articles of Incorporation or by these Bylaws; provided, however, the Board of Directors may not take any of the following enumerated actions without the approval of a majority of the members voting in a binding referendum:

- (a) Any capital improvement (including but not limited to new construction or refurbishment of existing facilities) with an estimated cost provided by a competent contractor or professional designer, in excess of two hundred and fifty thousand (\$250,000) dollars.
- (b) Any action which shall result in a change to the platted boundaries of Holly Lake Ranch, any increase in the total number of lots, and any increase in the total memberships available, or any action which would otherwise materially dilute the interest of the membership.
- (c) Any action which shall result in a change to the Recreational Easements held by Holly Lake Ranch and duly recorded and filed in the Official Public Records of Wood County.
- (d) Levy an assessment for additional or new amenities.

### **Section 2- Meetings**

- (a) **Regular Meetings** A regular meeting shall be held at least quarterly, including the Annual

Meeting of the members, at such time and place as the Board of Directors shall determine. The meetings of the Board of Directors that are open to the members may include business transacted, officers elected, reports considered and any other business. Additionally, the Board of Directors and/or their designated representatives shall, mid-year hold a Town Hall type of meeting for all members, solely for the purpose of fully informing them as to the financial status of the Association and providing them the opportunity for comment and input. At this meeting there shall be included on the agenda, but not limited to, the status of the current operating budget, principal reserve funds, any other designated or restricted funds, and known, anticipated and/or projected expenditures for the ensuing five (5) year period, over and above operating expenses. The goal of the Association is to operate on a financially sound basis with full disclosure and understanding by both the members and the Board of Directors as to any anticipated adjustment needs with respect to income and expenses.

- (b) **Special Meetings** A special meeting of the Board of Directors may be held upon the call of the President or any two (2) Directors of the Board for the transaction of any business of the Board of Directors.
- (c) **Electronic Meetings** A meeting of the members of the board of directors or any committee designated by the board of directors may be held by means of a conference telephone or similar communications equipment, another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination of those means, in accordance with Section 22.002 of the Texas Business Organizations Code and Section 209.0051 of the Texas Property Code.
- (d) **Open Meetings** Regular and Special Board meetings shall be open to members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving:
  - (1) Personnel
  - (2) Pending or threatened litigation
  - (3) Contract negotiations
  - (4) Enforcement actions
  - (5) Confidential communications with the Members' Association's attorney, or
  - (6) Matters that are to remain confidential by request of the affected parties and agreement of the Board

- (e) **Executive Session** Following an executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of expenditures approved in executive session.
- (f) **Minutes of Meetings** The Secretary shall prepare minutes of the Board's actions at all regular and special meetings of the Board and shall make these minutes available to the membership.

### **Section 3- Place and Manner of Conducting Meetings**

- (a) **Place of Meetings** Except for a meeting held by electronic or telephonic means as provided for herein, all Board meetings shall be held in Wood County or in a county that is adjacent to Wood County.
- (b) **Manner of Conducting Meetings** Meetings may be conducted in person or by electronic or telephonic means as provided by the Texas Property Code, Chapter 209.

### **Section 4- Notice**

Notice for all meetings shall be provided in accordance with the Texas Property Code, Chapter 209.

**Issues that require prior notice to members** In accordance with the Texas Property Code, the Board shall not, without prior notice to members, consider or vote on the following items:

- (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 Review Authority;
- (8) A suspension of a right of a particular member before the member has an opportunity to attend a Board meeting to present the member'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 that increases the budget by more than ten (10) percent;
- (12) The sale or purchase of real property;
- (13) The filling of a vacancy on the Board of Directors;
- (14) The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (15) The election of an officer.

### **Section 5- Quorum: Majority Vote**

At all meetings of the Board of Directors, the presence of a majority of the Board of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Board of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may otherwise specifically, be provided by statute, the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the members of the Board of Directors present thereat may adjourn the meeting from time to time without notice other than by announcement at the meeting until a quorum be present.

### **Section 6- Committees**

The Board of Directors, by resolution adopted by a majority of the members of the Board of Directors, may designate one or more committees. Committees, to the extent provided by such resolution, shall have and exercise the authority given to them by law or the Board of Directors in the management of the Association; provided, however, the designation of such committees and

the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual member of the Board of Directors of any responsibility imposed upon them by law. All policies promulgated by Committees must be approved by at least three (3) Directors prior to their publication to the members.

- (a) Management Committees- A management committee is a committee designated by resolution of the board of directors to exercise the authority of the board of directors in the management of the Association. If a committee is a management committee, then the majority of persons on the management committee must be directors in accordance with Section 22.218 of the Texas Business Organizations Code, unless the committee is the Architectural Review Authority.
- (b) Non-Management Committees If a committee is not a management committee, then the committee members need not be members of the Board of Directors.
- (c) Architectural Review Authority- A person may not be appointed or elected to serve on the Architectural Review Authority if the person is: (1) a current board member; (2) current board member's spouse; or (3) a person residing in a current board member's household.

#### **Section 7- Number; Qualification; Election; Term**

The number of members of the Board of Directors of the Association shall be five (5) representing the members of the Association. The members of the Board of Directors shall be elected during the designated election period prior to the annual meetings of the members except as provided elsewhere herein, and each member of the Board of Directors elected shall hold office until his successor is elected and qualified. The terms of office will be as described in subparagraphs (a) thru (c), or as may be provided elsewhere and as modified under Article III, Section 2(a):

- (a) Beginning in the year 2019 and every year thereafter, two Board positions will be filled, with the individual elected with the majority of votes having a three (3) year term. The individual elected receiving the second (2nd) highest number of votes shall have a two (2) year term.
- (b) In the event of a tie it shall be resolved by a majority vote of those Board members not up for election. Thereafter, the term of office of each elected member of the Board of Directors will be three (3) or two (2) years as defined in subparagraph (a) above. Each member of the Board of Directors may serve an unlimited number of successive terms. Any vacancy occurring in the Board of Directors may be filled in accordance with Article IV, Section 12 herein.

- (c) If there are only two (2) candidates applying for the two (2) open positions then an election shall still be conducted. Term length between the two (2) candidates shall be determined by the number of votes received by each candidate. The candidate receiving the greatest number of votes shall serve the longer term. The candidate receiving the fewest number of votes shall serve the shorter term. If there is only one (1) applicant applying for the Board position, that candidate, after being elected, shall serve the three (3) year term.
- (d) If a quorum required in the Association's Dedicatory Instruments is not obtained at any meeting of the members where Directors are to be elected, the following process will be implemented to provide for the election of Directors in accordance with Section 209.00593 of the Texas Property Code:
  - (1) The Secretary of the Board of Directors shall announce that no quorum has been obtained for the meeting of the members.
  - (2) The owners present, in person, by proxy or by absentee or electronic ballot, shall then convene an election meeting.
  - (3) The owners present, in person, by proxy or by absentee or electronic ballot, will constitute a quorum for the purpose of conducting such meeting and an election of directors shall be conducted.
  - (4) No other business of the Association will be conducted at such election meeting. No notice of such meeting need be given to the members other than the notice sent to the members of the annual or special meeting which did not previously meet quorum.

## **Section 8- Authority**

The affairs of the Association shall be conducted by the Board of Directors. In addition to the powers and duties enumerated in the Declaration and Article IV, Section 1 of these Bylaws, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the powers and duties set forth in the Declaration and the following powers and duties:

- (a) If, as and where the Board, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association Rules and Regulations which may include the establishment of a system of fines and/or penalties enforceable as Special Individual Assessments as provided in the Declaration and to enjoin and/or seek legal damages from any property owner for violation of such provisions or rules;
- (b) To acquire, maintain and otherwise manage all or any part of the Common Properties and

all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

- (c) To execute all declarations of Ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Common Properties, if any, and less the same or separately assessed to all or any of the property owners, in which event such taxes shall be paid by such property owner's;
- (d) To obtain, for the benefit of the community properties, all water, gas and electrical services, refuse collections, landscape maintenance services and other services which in the opinion of the Board shall be necessary or proper;
- (e) To make such dedications and grant such easements, licenses, franchises and other rights which in its opinion are necessary for street, right of way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Common Properties to serve the properties or any part thereof;
- (f) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary and desirable in furthering the purpose of protecting the interest of the Association and its Members;
- (g) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Properties;
- (h) If, as and when the Board, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Properties or other properties of the Association from loss or damage by suit or otherwise;
- (i) If, as and when the Board in its sole discretion, deems it necessary it may, but shall not be obligated to, sue in any court of law on behalf of the Association one (1) or more of its Members;
- (j) To establish and maintain a working capital and/or contingency fund in amount to be determined by the Board;
- (k) To hire and fire vendors, including, but not limited to the following: Accountants, Lawyers, Landscapers, Pool Companies, and Management Companies.
- (l) To establish, make, amend from time to time and enforce compliance with reasonable Rules

and Regulations for the operation and use of the Common Properties, Lots, and properties within the Association which shall include the right to impose reasonable monetary fines for violation thereof;

- (m) To adjust the amounts, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and should the proceeds be insufficient to repair damage or replace lost property owned by the Association, to assess the Members proportionate amounts to cover the deficiency
- (n) To delegate its duties to committees created by the directors of the Association, including, but not limited to, an Architectural Review Authority, who shall be empowered with the authority to promulgate architectural standards for the lots, buildings, and properties within the Association and a system of fines for violations thereof.
- (o) To delegate its duties to committees, officers or employees as provided in these Bylaws, including, an employee manager or managing agent or other persons and contract with independent contractors or agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with the person or entity appointed as a manager or managing agent shall be terminable with or without cause;
- (p) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;
- (q) To elect the Officers of the Association;
- (r) To fill vacancies on the Board in accordance with these Article IV, Section 12 of these Bylaws;
- (s) Generally, to have any and all powers necessary or incidental to the operation and management of the Association and the Common Properties.
- (t) To adopt and amend rules regulating the collection of delinquent assessments, interest, fines, administrative charges, attorney's fees and the application of payments;
- (u) To adopt and amend Rules and Regulations for the governing the use and occupancy of Common Areas, Common Properties, and Lots within the Association; and
- (v) To adopt and amend Rules and Regulations related to the following: outdoor burning, speed limits, consumption of alcoholic beverages upon Community Property, Parking within the Community, Vending and Solicitations within the Community, Security and Security Gates, Feeding of Wildlife, Hunting, allowance and compliance of Guests within the community,

curfews for minors and their guests, community nuisances, noise, littering, abusive and vulgar language on Community Property, maintenance of property within the Association, animals and pets and animal control, storage of boats, trailers, campers, or vehicles, signs on properties and common areas, garbage pickup, and usage of Community Property and amenities and actions of members and their guests thereon; and

(w) To adopt and amend Rules & Regulations regarding Rental Properties and Rules related to Short- and Long-Term Rentals within the Association and a set of fines for violation thereof; and

(x) To adopt or amend additional Rules and Regulations for the betterment of the Association.

### **Section 9- Indemnification; Compensation**

The Association shall indemnify any member of the Board of Directors, officer or employee, or any former member of the Board of Directors, officer or employee of the Association against expenses actually and necessarily incurred by him/her and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a member of the Board of Directors, officer or employee (whether or not a member of the Board of Directors, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relating to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse any member of the Board of Directors, officer or employee the reasonable costs of settlement of any action, suit or proceeding if it shall be found by a majority of the members of the Board of Directors not involved in the matter in controversy, whether or not a quorum, that it was to the interest of the Association that such settlement be made and that such member of the Board of Directors, officer, or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive to any other rights which such Director, officer or employee may be entitled by law or under any bylaw, agreement or otherwise.

### **Section 10- Removal of a Director**

Any individual director may be removed from the board, with or without cause, prior to the expiration of their term of office by the affirmative vote of at least 25% eligible members of the Association.

### **Section 11- Automatic Removal of a Director**

If the Board is presented with written, documented evidence from a database or other records maintained by a governmental law enforcement authority that a Board member was

convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Board Member is immediately ineligible to serve on the Board.

## **Section 12- Vacancies**

A vacancy in a Board position that is due to an involuntary removal or recall by members of the Association must be filled by an election of the members of the Association. The Board will direct the Election Committee to hold the election at the earliest reasonable date. A vacancy in the Board of Directors due to resignation, death or disability may be filled by appointment of the remaining Board of Directors for the unexpired term of the vacant position. (The nonprofit Association Act ART. 1396-2.16 and Texas Property Code Section 209.00593)

## **Article V: Notices**

### **Section 1- Method**

Whenever under the provisions of the statutes, the Articles of Incorporation or these Bylaws, notice is required to be given to any member of the Board of Directors and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing by mail, postage prepaid, addressed to such member of the Board of Directors at such address as appears on the books of the Association. Any notice required or permitted to be given by mail shall be given at the time when such notice is deposited in the United States mail, as aforesaid. All members of the Board of Directors must be notified in writing no less than ten (10) days prior to a board meeting where changes in the bylaws are to be voted on. A typed written copy of any changes must be submitted to each Director with this notice.

### **Section 2- Waiver**

Whenever any notice is required to be given to any member of the Board of Directors or member of the Association under the provisions of the statutes, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in the notice, shall be deemed equivalent to the giving of such notice. Attendance of a member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting except where a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## **Article VI: Officers**

## **Section 1- Number; Election; Term**

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, who shall be members of and chosen by the Board of Directors at its annual, or annual election meeting beginning in October 2020, and shall serve for and during the period until the next annual or annual election meeting of the Board of Directors, or until their successors shall have been chosen and qualified. Any person chosen as one of these officers may be eligible for re-election.

## **Section 2- Others**

Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors.

## **Section 3- President**

The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board, shall have the responsibility for the execution and accomplishment of all orders and resolutions of the Board, and shall be primarily responsible for the accomplishment of the purposes and discharge of the duties and responsibilities imposed upon the Board of Directors. He/She shall also execute, with the prior approval of the Board of Directors, all conveyance of lands, bonds, mortgages, notes, securities, and other documents, except where required by law or otherwise to be signed and executed by all members of the Board, and except in instances where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Board.

## **Section 4- Vice President**

The Vice President shall, in the absence or disability of the President, perform the duties and exercise the power of the President, and shall perform such other duties as the Board of Directors shall prescribe from time to time.

## **Section 5- Secretary**

The Secretary shall review the minutes of all Open and Executive meetings of the Board of Directors. In the event of his/her absence from a meeting of the Board or his/her inability to perform his/her duties, the President may designate a temporary substitute.

## **Section 6- Treasurer**

The Treasurer shall be the custodian of all funds and properties of the Association, and of all books and records pertaining to such funds and properties. These records shall be kept under lock

and key at the HLRA Administration Office. The Treasurer shall ensure that an annual financial report is prepared prior to each annual meeting of the Board of Directors relating to the fiscal affairs of the Board of Directors, in such form and containing such information as may be from time to time directed by the Board of Directors. The Treasurer shall also ensure that other financial records and reports are prepared, as may be requested by the Board of Directors.

### **Section 7- Removal**

An officer elected or appointed by the Board of Directors may be removed by majority vote of the Board of Directors whenever, in its sole judgment, the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

### **Section 8- Vacancies**

A vacancy in any office, because of death, resignation, or disqualification may be filled by the Board of Directors for the unexpired portion of the term.

## **Article VII: Contract, Checks, Deposits and Funds**

### **Section 1- Contracts**

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

### **Section 2- Checks, Drafts or Orders for Payment**

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution by the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by two of the following three: Treasurer or President of the Board or General Manager of the Association, in accordance with the Financial Policy and Procedures on file with Wood County.

### **Section 3- Deposits**

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may

select.

#### **Section 4- Gifts**

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or device for the general purposes, or for any special purpose, of the Association.

### **Article VIII: Maintenance Fees and Assessments**

#### **Section 1- Annual Maintenance Fees**

Each member of the Association shall be assessed an annual Maintenance Fee. Maintenance Fees are calculated on a per lot basis, with grandfathered combined-lot agreements continuing to be honored. Maintenance Fees may be paid either annually or in monthly installments. Monthly Fees shall be paid to the Association, or its designee, at its registered office.

#### **Section 2- Change of Maintenance Fees**

The Board of Directors may from time to time change the amount of annual Maintenance Fees payable to the Association by the members but in no event shall Maintenance Fees be increased in a given year to exceed ten percent (10%) of the Maintenance Fees charged for the previous year. The members shall be notified at least thirty (30) days prior to such change, and the reason therefore.

#### **Section 3- Assessments**

The Board, as part of its responsibilities shall retain the authority and responsibility to impose assessments essential to fulfill the purpose of maintaining the property as mandated under the Articles of Incorporation. This includes any amounts levied to meet the requirements of a court order or mandated by law. The Board will be required to explain why, in its opinion, that the failure to impose this type of assessment would jeopardize the ability of the Association to meet its financial obligations. This detailed explanation is to be presented by the Board at a Town Hall meeting of the members of the Association, to be held at least 30 days prior to Board action, except in the case of an emergency. Assessments requiring approval by a majority vote of the members are outlined in Article IV.

#### **Section 4- Special Individual Assessments**

In addition to any Special Assessments or Maintenance Fees, the Board may levy individual assessments against any member which may include:

- (a) Reimbursement of costs incurred to bring a member or his property into compliance with all applicable governing documents, rules and regulations of the Association;
- (b) interest, late charges and related costs related to any delinquency;
- (c) reimbursement for any damages caused by the member or his family, his guest, or lessee to any Association maintained property, irrespective of whether such was the result of an accidental, willful or negligent act;
- (d) any unpaid fines levied against the member or his family, his guest, or lessee;
- (e) any legal fees or direct costs incurred by the Association that otherwise would not have been incurred were it not for an act or initiative, or lack thereof, of the member to the extent such are not precluded elsewhere or by governmental regulations.

## **Article IX: Miscellaneous**

### **Section 1- Fiscal Year**

The Board of Directors shall determine the Association's fiscal year.

### **Section 2- Corporation Seal**

The Board of Directors shall not be required to maintain a corporate seal.

### **Section 3- Amendments**

The Board of Directors shall have the power to alter, amend, or repeal these Bylaws or adopt new bylaws at any regular or special meeting of the Board of Directors. These Bylaws may also be amended by the affirmative vote of members holding a majority of the votes within the Association. All amendments may be upon advice of counsel as to legal effect. Bylaw changes shall take effect upon adoption unless otherwise specified. Notice of Bylaw changes shall be given to the Members of the Association prior to their taking effect.

### **Section 4- Rules and Regulations**

The Board of Directors may promulgate rules and regulations and enforce the same for all members, and their guests and families. The Board of Director shall promulgate such rules and regulations in accordance with the provision of the dedicatory instruments of the Association,

including, but not limited to, Article IV, Section 8 of these Bylaws. The Board of Directors may suspend the privileges of an owner or assess fines for violations of the restrictive covenants of the community.

### **Section 5- Books and Records**

All records and books, including the financial records of the association, and the minutes of the meetings of the Board of Directors and of the membership, shall be kept at the principal office of the Association in accordance with statutory requirements.

### **Section 6- Open Records**

Holly Lake Ranch shall, in accordance with the terms of the Texas Property code 209.005, make the books and records of the Association open and reasonably available to an owner of property in the Association for examination, or to a person designated in writing signed by an owner as the owner's agent, attorney, or certified public accountant. A Records Production and Copying Policy shall be made available to property owners upon their request at the principal office of the Association and on file in the Official Public Records of Wood County, Texas.

### **Section 7- Survival**

Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the Deed Restrictions or provisions of the laws of the State of Texas, the Articles of Incorporation, the Deed Restrictions, and such laws shall control; and should any part of these Bylaws be invalid for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

### **Section 8- Effective Date**

These Bylaws shall be effective upon the date of their filing in the Wood County Real Property Records.

## **Article X: Special Provisions Relating to Maintenance, Indemnification and Fees**

### **Section 1- Maintenance**

In return for Silverleaf's agreement to relinquish control of the Association and Silverleaf's Class "A" membership in the Association, the Association agrees that now and, in the future, the Association, in order to preserve the value of the Lots in the Subdivision, some of which may be

owned by Silverleaf, and in order to preserve the value of Silverleaf's timeshare resort development which is located adjacent to the Subdivision and which is also known as "Holly Lake," shall at all times be required to maintain the Subdivision in the same manner as it is currently being maintained and to a First-Class standard. The Association shall be responsible for the maintenance, landscaping, cleaning, clearing of snow and ice, repair, replacement, insuring and lighting (if any) of all common areas and amenities located in the Subdivision and the private driveways and parking areas in the Subdivision and shall pay all costs incurred in connection with fulfillment of such responsibilities. The Subdivision shall be maintained in good condition and repair, clean and free of rubbish and other hazards. Such maintenance shall include, but not be limited to, regular and timely removal of all litter, garbage, trash and waste, regular landscape maintenance (including mowing, pruning and trimming), watering, weed control, pest control, maintenance of exterior lighting and mechanical facilities in good working order, keeping walks, driveways and private roadways clean and in good repair, clearing of snow and ice from sidewalks and private roadways, striping driveways areas and repairing and repainting the exterior of common area improvements and amenities visible to neighboring properties and/or public view. The standard for such maintenance shall be that which would be equal in quality to at least a first-class property. The Association acknowledges that any violation of this provision regarding maintenance and repair of the Subdivision to a first-class standard will diminish the value of Silverleaf's adjoining timeshare resort. Accordingly, upon the occurrence of any such violation by the Association, Silverleaf shall provide written notice to the Association of the violation, and the Association shall have six (6) months from the date of the notice in which to cure the violation. Any disagreement with respect to whether the violation has been cured shall be resolved by mediation. If the Association fails to correct the violation and problem cannot be resolved by mediation, Silverleaf may elect to rescind these Bylaws and Reinstates the Original Bylaws whereby Silverleaf will become a Class "A" member again and will once again have control of the Board of Directors of the Association.

## **Section 2- Indemnification**

The Association covenants and agrees to indemnify, save and hold harmless Silverleaf from and against any and all losses, liabilities (including reasonable attorney's fees and defense costs) claims or causes of action existing in favor of or asserted by any person or entity arising out of or related to the Association's management of or activities at the Subdivision. This indemnification does not protect Silverleaf from its own acts wherever they may occur.

## **Section 3- Usage Fees**

Presently, Silverleaf pays the Association a fee based on a per member per year in return for which the Association permits the owners of timeshare interests at Silverleaf's adjoining timeshare development to use amenities, recreational facilities and common areas in the Subdivision. Silverleaf will continue to pay this fee in the future based upon the same basis as intended and in effect as of the date of the aforementioned agreement under this Article X so that the timeshare

owners will continue to have the right to use the amenities, recreational facilities and common areas in the Subdivision. The Association agrees that it shall not be permitted to charge owners of timeshare interests at Silverleaf's adjoining resort any fees for the use of the recreational facilities. Amenities and common areas in the Subdivision unless such fees are also charged to members of the Association for such use; provided, however, the Association may charge timeshare owners at Silverleaf's adjoining timeshare resort \$45.00 per person, per round for golf green fees. In all other respects regarding usage fees, the owners of timeshare interests in Silverleaf's adjoining timeshare resort shall be treated the same as the Owners of the Lots in the Subdivision. These fees will be subject to change in accordance with changes in fees and other fees charged to members of the Association; provided, however, any changes in fees and other fees shall be uniformly applied so that members of the Association and the timeshare owners are treated equally.

#### **Section 4- Survival**

Notwithstanding anything to the contrary contained in these Bylaws, the foregoing special provisions regarding maintenance, indemnification and usage fees may not be altered, amended or repealed and shall remain in full force and effect and shall survive any such alteration, amendment or repeal unless the alterations, amendment or repeal is agreed to in advance and in writing by Silverleaf.

Holly Lake Ranch Association Bylaws  
Approved October 1, 2022. Effective October 1, 2022

NOTARY PUBLIC, STATE OF TEXAS

Signed this 6th day of October, 2022

HOLLY LAKE RANCH ASSOCIATION,  
a Texas non-profit corporation by:

[Signature]  
Bill Wilkins, PRESIDENT

State of Texas  
County of Wood

THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Bill Wilkins THIS  
6th day of October, 2022.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th day of October, 2022

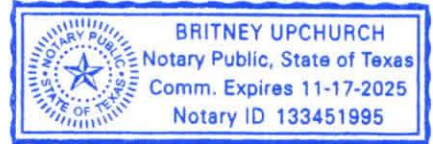
[Signature]  
Notary Public Signature  
Notary Public, State of Texas

NOTARY PUBLIC, STATE OF TEXAS

Signed this 6th day of October, 2022

HOLLY LAKE RANCH ASSOCIATION,  
a Texas non-profit corporation by:

[Signature]  
Dennis Dossey, VICE PRESIDENT



State of Texas  
County of Wood

THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Dennis Dossey THIS  
6th day of October, 2022.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th day of October, 2022

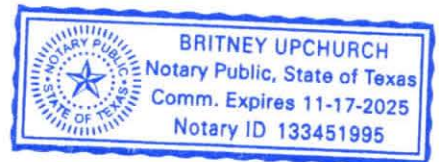
[Signature]  
Notary Public Signature  
Notary Public, State of Texas

NOTARY PUBLIC, STATE OF TEXAS

Signed this 6th day of October, 2022

HOLLY LAKE RANCH ASSOCIATION,  
a Texas non-profit corporation by:

[Signature]  
Stacie Fink, TREASURER

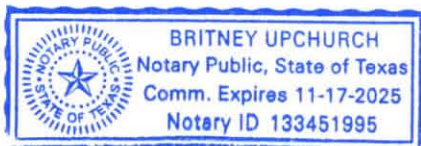


State of Texas  
County of Wood

THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Stacie Fink THIS  
6th day of October, 2022.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th day of October, 2022

[Signature]  
Notary Public Signature  
Notary Public, State of Texas



Holly Lake Ranch Association Bylaws  
Approved October 1, 2022. Effective October 1, 2022

NOTARY PUBLIC, STATE OF TEXAS

Signed this 16th day of October, 2022

HOLLY LAKE RANCH ASSOCIATION,  
a Texas non-profit corporation by:

Danny Jackson  
Danny Jackson, ASSISTANT TREASURER

State of Texas  
County of Wood

THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Danny Jackson THIS  
16th day of October, 2022.

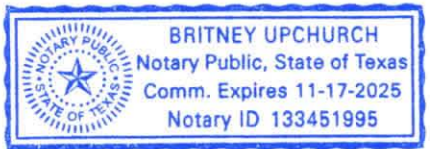
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16th day of October, 2022  
Britney Upchurch  
Notary Public Signature  
Notary Public, State of Texas

NOTARY PUBLIC, STATE OF TEXAS

Signed this 16th day of October, 2022

HOLLY LAKE RANCH ASSOCIATION,  
a Texas non-profit corporation by:

Warren Blesh  
Warren Blesh, SECRETARY



State of Texas  
County of Wood

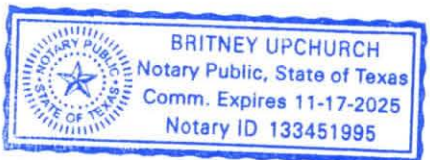
THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Warren Blesh THIS  
16th day of October, 2022.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16th day of October, 2022  
Britney Upchurch  
Notary Public Signature  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the OPR Records of Wood County, Texas.

2022-00011455 ataylor  
10/17/2022 02:41 PM



Kelley Price

Kelley Price, County Clerk  
Wood County, Texas

Holly Lake Ranch Association  
220 Holly Lodge Circle  
Holly Lake Ranch, Texas 75765

Holly Lake Ranch Association  
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Holly Lake Ranch, Texas 75765