
Hill Country Ranches Property Owners Association

By Laws

A Texas Property Owners Association located in Lampasas County, Texas.

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By Laws of
Hill Country Ranches Property Owners Association
(An Incorporated, Non-Profit Association)

ARTICLE I
INTRODUCTORY PROVISIONS

1.1 Name and Mailing Address: The name of the Association is Hill Country Ranches Property Owners Association, and is hereafter referred to as the "Association". The mailing address of the Association is Post Office Box 4, Lampasas, Texas 76550.

1.2 Applicability: These By Laws provide for the governance of the Association with respect to all property owners within Hill Country Ranches created by the recording of the final plat of Hill Country Ranches, in the plat records of Lampasas County, Vol. 4, pp. 1-3, & 5-7, & p. 8.

1.3 Definitions: Words and phrases defined in the Articles of Incorporation have the same meanings when used in these bylaws.

1.4 Non-Profit Purpose: The Association is organized to be a non-profit organization for the specific purpose of maintenance, development, and upgrade of the common areas within Hill Country Ranches.

ARTICLE II
THE ASSOCIATION

2.1 Organization: The Association is organized as an incorporated non-profit association, which began operation on the effective date of the Articles of Incorporation. The Association shall have the responsibility of administering the Association, establishing the means and methods of collecting assessments and charges, arranging for the management of the Association, and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Articles of Incorporation and Texas Property Owners Association Code.

3.4 Election: Directors are elected by the members of the Association. The election of directors will be conducted at the Annual Meeting of the Association, or at any Special Meeting called for that purpose, or by any method permitted by Section 2.13B of the Texas Nonprofit Corporation Act.

3.4.1 Delinquency: No member, member's spouse, or resident may be elected or appointed as a director if any assessment against the member or resident, or his/her tract is delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

3.4.2 Violations: No member, member's spouse, or resident may be elected or appointed as a director if the member or resident, or his tract at the time of election or appointment has not cured a violation of the Documents for which the Association has given notice and a reasonable opportunity to cure.

3.4.3 Litigation: No person may be elected or appointed as a director if the person is a party adverse to the Association or the board or in pending litigation to which the Association or the board is a party.

3.5 Vacancies: Vacancies on the board caused by any reason, except the removal of a director by a vote of the Association, are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board. Each director so elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term.

3.6 Removal of Directors:

3.6.1 Removal by Members: At any annual meeting or special meeting of the Association, any one or more of the directors may be removed with cause by members representing at least two-thirds of the eligible votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members must be given an opportunity to be heard at the meeting.

3.6.2 Removal by Directors: A director may be removed by at least a majority of the other directors, at a meeting of the board called for that purpose, for any of the following limited reasons: (a) The director is a party adverse to the Association or the board or in pending litigation to which the Association or the board is a party provided the Association did not file suit to effect removal of the director. (b) The director's account with the Association is delinquent, provided he was given notice of the default and a

4.3 Removal and Resignation of Officers: A majority of directors may remove any officer, with cause, at any regular meeting of the board or at any special meeting of the board called for that purpose. A successor may then be elected at any regular or special meeting of the board called for that purpose. An officer may resign at any time by giving written notice to the board. Unless the notice of resignation states otherwise, it is effective when received by the board and does not require acceptance by the board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the board.

4.4 Standard of Care: In performing the duties of Hill Country Ranches Property Owners Association, officers and board members are required to exercise a standard of care putting the best interests of the Association first.

4.5 Description of Principal Offices:

President- As the chief executive officer of the Association, the president: (a) presides at all meetings of the Association and of the board; (b) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (c) has general supervision, direction, and control of the business of the Association, subject to the control of the board; and (d) sees that all orders and resolutions of the board are carried into effect.

Vice-President-(a) Presides over meetings of the Association and the Board when the president is not able or available, (b) maintains order at meetings of the Association and/or the Board, (c) surveils the subdivision and (d) briefs the Association President on the current conditions within the subdivision.

Secretary- (a) keeps the minutes of all meetings of the Board and of the Association; (b) has charge of such books, papers, and records as the board may direct; (c) maintains a record of the names and addresses of the members for the mailing of notices; and (d) in general, performs all duties incident to the office of secretary.

Treasurer- (a) is responsible for Association funds; (b) keeps full and accurate financial records and books of account showing all receipts and disbursements; (c) prepares all required financial data and tax returns; (d) deposits all monies or other valuable effects

5.4 Lack of Quorum: No official business may be transacted, nor any binding vote be taken at any meeting of the Association for any reason in which proper notice was given, unless a quorum is present where members representing at least twenty percent (20%) of the eligible voting property owners are present at the meeting, and although not constituting a quorum, members may vote to recess the meeting for not more than 24 hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within 15 to 30 days may be given to an owner of each tract, at which meeting owners of at least 10 percent (10%) of the eligible tracts in the development constitute a quorum for that meeting.

5.5 Notice of Meetings: At the direction of the board, written notice of meetings of The Association will be given to an owner of each tract at least 10 days but not more than 60 days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held, will identify the type of meeting as Annual or Special, and will state the particular purpose of a Special Meeting. Notices may also set forth any other items of information deemed appropriate by the board.

5.6 Ineligibility: The board may determine that no member may vote at meetings of the Association if the member's financial account with the Association is in arrears before the date of a meeting of the Association at which members will vote, provided each ineligible member is given notice of the arrears and an opportunity to become eligible. The board may specify the manner, place, and time for payment for purposes of restoring eligibility.

5.7 Voting Member's List: Prior to any meeting of the Association, The Board will prepare or direct the preparation of a list of the Association's eligible voting members.

5.8 Voting: The vote of members representing at least a majority of the votes cast at any meeting at which a quorum is present binds all members for all purposes, except when a higher percentage is required by these bylaws or by law.

5.9 Proxies: Votes may be cast in person or by written proxy. To be valid, each proxy must (a) be signed and dated by a member or his attorney-in-fact; (b) identify the tract to which the vote is appurtenant; (c) designate the person or position (such as

5.12 Adjournment of Meetings: At any meeting of the Association, a majority of the members present at that meeting, may adjourn the meeting to another time and place.

ARTICLE VI

COMMON EXPENSES AND ASSESSMENTS

6.1 Fiscal Year: The fiscal year of the Association has been set by resolution of the board and is subject to change from time to time as the board determines. The current fiscal year for operating purposes is October 1st of the current year through September 30th of the following year.

6.2 Waiver: No restriction, condition, obligation, or covenant contained in these bylaws may be deemed to have been abrogated or waived by reason or failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

6.3 Assessment of Common Expenses: All owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the documents. A member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his tract.

6.4 Compliance with Documents: Each owner will comply with the provisions and terms of the Documents, and any amendments thereto. Further, each owner will always endeavor to observe and promote the cooperative purposes for which the development was established.

6.5 Member's Information: As a condition of sale for acquiring an ownership interest in a tract, the owner must provide the Association with the owner's mailing address, telephone number, driver's license number, and the name, address, and telephone number of any person managing the tract as agent of the tract. An owner must notify the Association within 30 days after he has notice of a change in any information required by this Section, and must provide the information on request by the Association from time to time.

6.6 Member's Mailing Address: Owners of a tract must register and maintain one mailing address to be used by the Association for mailing of annual statements, notices, demands, and all other communications. If an owner fails to maintain a current mailing address with the Association, the address of that owner's tract is deemed to be his 911 mailing address. All tracts must be marked at the entrance of the property with the county assigned 911 address and must be kept clear of any obstruction.

7.2.2 Proper Purpose: The board may require a member to submit a written demand for inspection, stating the purpose for which the member will inspect the books and records. The board has the following rights:

(a) To determine whether the member's purpose for inspection is proper. (b) To deny the request if the board determines that the member's purpose is adverse. (c) If granting the request, to identify which books and records are relevant to the member's stated purpose for inspection.

7.2.3 Copies: A member, at member's expense, may obtain photocopies of books and records for which the board grants the right of inspection. The board has the right to retain possession of the original books and records, to make copies requested by the member, and to charge the member a reasonable fee for copying.

7.2.4 Member's Agent: A member's inspection of the books and records may be assisted or performed by the member's agent, accountant, or attorney.

7.2.5 Records of Attorneys and Accountants: The files and records of any attorney or accountant who performs services for the Association are not records of the Association and are not subject to inspection by members.

7.3 Resale Certificates: The Secretary or Treasurer may prepare, or cause to be prepared, assessment estoppel certificates or resale certificates. The Association may charge a fee equal to but not greater than one annual maintenance fee for each tract requested for preparing such certificates, and may refuse to furnish such certificates until the fee is paid. Any unpaid fees, along with late fees may be assessed against the tract for which the certificate is furnished.

ARTICLE VIII GENERAL PROVISIONS

8.1 Conflicting Provisions: If any provision of these bylaws conflicts with any provision of the laws of the State of Texas, the conflicting bylaws provision is null and void, but all other provisions of these bylaws remains in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association, the Restrictions and Limitations, and these bylaws, the Articles of Incorporation take precedence.

8.2 Severability: Whenever possible, each provision of these bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

Executed this 13th day of March, 2017

Hill Country Ranches Property Owners Association, Inc, a Texas Corporation

By: KENNETH ACHARD

Name: K. Achard

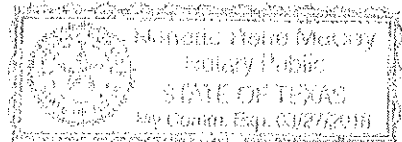
Title: Association President / Director

ACKNOWLEDGEMENT

State of Texas
County of Lampasas

This instrument was acknowledged before me on this 13th day of March 2017,
by Kenneth E. Achard, Association President/Director of
Hill Country Ranches Property Owners Association, Inc.

Kenneth Rene McCoy
Notary Public



Executed this 10 day of March, 2017

Hill Country Ranches Property Owners Association, Inc, a Texas Corporation

By: Diane Achard

Name: DIANE ACHARD

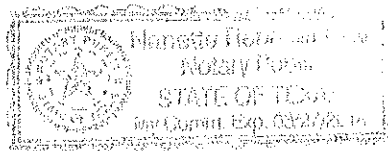
Title: ASSOCIATION TREASURER/DIRECTOR
Hill Country Ranches

ACKNOWLEDGEMENT

State of Texas
County of Lampasas

This instrument was acknowledged before me on this 10th day of March, 2017
by Diane Achard, Association Treasurer/Director of
Hill Country Ranches Property Owners Association, Inc.

Shirley Rene Macey
Notary Public



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FILED FOR RECORD
10:00 AM
MAR 13 2017

CONNIE HARTMANN, COUNTY CLERK
LAMPASAS COUNTY, TEXAS
Connie Hartmann DEPUTY