
BYLAWS
OF
HOLLISTER SPRINGS HOMEOWNERS ASSOCIATION, INC.

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**ARTICLE I
NAME AND LOCATION**

Section 1.1 Name of the Corporation. The name of the corporation is HOLLISTER SPRINGS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, which is an unincorporated organization (the "Association").

Section 1.2 Registered Office and Registered Agent. The registered office of the Association required by the Texas Business Organizations Code (the "TBOC") to be maintained in the State of Texas shall be the office of the registered agent named in the Certificate of Formation of the Association (the "Certificate") or such other office (which need not be a place of business of the Association) as the Board of Directors of the Association (the "Board") may designate from time to time in the manner provided by law. The registered agent of the Association in the State of Texas shall be the registered agent named in the Certificate or such other person as the Board may designate from time to time in the manner provided by law.

Section 1.3 Principal Office and Meetings. The principal office of the Association shall be at such place as the Board may designate from time to time, and the Association shall maintain records there as required by the TBOC and shall keep the street address of such principal office at the registered office of the Association in the State of Texas. Meetings of the members and directors shall be held at the principal office of the Association, or at such other place, within or without the State of Texas, as shall be determined, from time to time, by the Board.

**ARTICLE II
DEFINITIONS**

Section 2.1 "Association" shall mean and refer to HOLLISTER SPRINGS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2.2 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 2.3 "Declarant" shall mean and refer to HOLLISTER SPRINGS, LLC, a Texas limited liability company, its successors and assigns.

Section 2.4 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Real Property Records of Harris County Clerk.

Section 2.5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 2.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.7 "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.8 "Voting Members" shall mean and refer to those Members entitled to membership as provided in the Declaration and entitled to vote; any Member delinquent in payment of any Assessment is not a Voting Member.

Capitalized terms used but not defined herein have the meaning set forth in the Declaration.

ARTICLE III MEMBERS

Section 3.1 Membership. Every Owner is a Member of the Association, and membership is appurtenant to and may not be separated from ownership of a Lot. The Association has two (2) classes of voting Members:

(a) **Class A.** The Class A Members are all Owners, other than Declarant. Class A Members have one (1) vote per Lot. When more than one (1) person is an Owner, each is a Class A Member, but only one (1) vote may be cast for a Lot.

(b) **Class B.** The Class B Member is the Declarant and has three (3) votes for each Lot owned. The Class B membership ceases on the date specified in the Declaration.

Section 3.2 Place of Meeting. Members meetings will be held at the Association's principal office or at another place designated by the Board.

Section 3.3 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

Section 3.4 Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority of the Board, or upon written request by ten percent (10%) of the Class A Voting Members.

Section 3.5 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, and no business may be conducted except as stated in the notice.

Section 3.6 Waiver of Notice. A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

Section 3.7 Quorum. The presence at the meeting of Members representing, either in person or by proxy, a majority of the Voting Members of the Association entitled to vote shall constitute a quorum for any action except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the majority of the Voting Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than ten (10) nor less than five (5) days before the reconvened meeting.

Section 3.8 Proxies. At all meetings of Members, each Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Voting Member of his Lot.

Section 3.9 Conduct of Meetings. The President will preside over Members meetings, and the Secretary will keep minutes of the meetings and will record in a minute book the votes of the Members.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1 Governing Body; Composition. The affairs of the Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the Certificate, and each director must be a Member or, in the case of an entity Member, a person designated in writing to the Secretary.

Section 4.2 Number of Directors. A Board comprising three (3) directors shall manage the affairs of the Association, however, the Board may change the number of directors. No decrease may shorten the term of a director.

Section 4.3 Term of Office. The initial directors serve until the first annual meeting of Members. Successor directors will have a term of one (1) year, and directors may serve consecutive terms.

Section 4.4 Election. At the first annual meeting of Members, the Members will elect directors to succeed the initial directors. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Members will hold office until their respective successors have been elected.

Section 4.5 Removal of Directors and Vacancies.

(a) **Removal by Members.** Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

(b) **Removal by Board.** Any director may be removed at a Board meeting if the director: (i) failed to attend three (3) consecutive Board meetings; (ii) failed to attend twenty-five percent (25%) of Board meetings within one (1) year; (iii) is delinquent in the payment of any Assessment for more than thirty (30) days; or (iv) is the subject of an enforcement action by the Association.

(c) **Vacancies.** A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

(d) **Successors.** If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

Section 4.6 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties approved by the Board.

Section 4.7 Powers. The Board has all powers necessary to administer the Association's affairs.

Section 4.8 Accounts and Reports. Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

(a) An income statement reflecting all income and expense activity for the preceding period.

(b) A statement reflecting all cash receipts and disbursements for the preceding period.

(c) A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.

(d) A balance sheet as of the last day of the preceding period.

(e) A delinquency report listing all Owners who are delinquent by more than thirty (30) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

Section 4.9 Borrowing. The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

Section 4.10 Rights of Association. With respect to the Common Area, and in accordance with the Declaration, the Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1 Meetings. Except as permitted by law, all regular and special meetings of the Board must be open to the Owners. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county. A Board meeting may be held by electronic or telephonic means, provided all Owners and Board members have access to the communication at the meeting as required by law.

Section 5.2 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall, from time to time by resolution, be determined by the Board of Directors. Board members must be given notice of the date, hour, place, and general subject of a regular meeting of the Board, including a general description of any matter to be brought up for deliberation.

Section 5.3 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) directors, after not less than five (5) days' notice to each director, and Board members must be given notice of the date, hour, place, and general subject of a special meeting of the Board, including a general description of any matter to be brought up for deliberation.

Section 5.4 Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

Section 5.5 Quorum of Board. At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than five (5) nor more than ten (10) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

Section 5.6 Conduct of Meetings. The President will preside at Board meetings. The Secretary will keep minutes of the meetings and will record in a minute book the votes of the Directors. The Board meeting will be conducted as required by law.

Section 5.7 Proxies. Directors may vote by written proxy.

Section 5.8 Action Taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers. The Board shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

(c) Exercise for the Association all the powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Certificate, or the Declaration; and

(d) Employ a property manager, managing agent, independent contractor, or such other employees as they deem necessary, and to prescribe their duties, and appoint such committees as they deem appropriate in carrying out their purpose.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by a majority of the Members of the Association who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained; and

(h) Cause the exterior of the dwellings to be maintained.

Section 6.3 Enforcement Procedures.

(a) **Notice.** Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation hereunder, the Association or its agent must give written notice to the Owner as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association

from the Owner. The notice must also (i) inform the Owner that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months; (ii) indicate that the Owner may request a hearing in accordance with Texas Property Code Section 209.007 on or before the thirtieth (30th) day after the date the notice was mailed to the Owner; (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

(b) **Hearing.** If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board. The Association must hold a hearing under this Section 6.3(b) not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a thirty (30)-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

(c) **Appeal.** Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, President, or Secretary within ten (10) days after the hearing date.

(d) **Changes in Law.** The Board may change the enforcement procedures set out in this Section 6.3 to comply with changes in law.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Offices. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from the Members, and such other officers as the Board may from time to time by resolution create.

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

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

Section 7.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board whenever, in the Board's judgment, the interests of the Association will be served thereby. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7.7 Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary; however, the offices of Secretary and Treasurer may be held by the same person.

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

(a) The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 7.9 Committees. The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

ARTICLE VIII INSPECTION OF BOOKS AND RECORDS

Section 8.1 Inspection by Member. After a written request to the Association, a Member may examine and copy, in person or by agent, the books and records of the Association relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of reasonable costs related to a Member's inspection and copying of books and records.

Section 8.2 Inspection by Director. A director has the right, at any reasonable time, and at the Association's expense, to (i) examine and copy the Association's books and records at the Association's principal office and (ii) inspect the Association's properties.

ARTICLE IX ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made, and any assessment that is not paid when due shall be deemed delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall incur a late charge equal to Twenty Five and No/100 Dollars (\$25) and may bear interest from the due date until paid at a rate equal to eighteen percent (18%) per annum or at such lesser rate of interest as fixed by the Board, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE X AMENDMENTS

Section 10.1 Procedure. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Voting Members present in person or by proxy. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

Section 10.2 Conflicts. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and, in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XI MISCELLANEOUS

Section 11.1 Fiscal Year. The Board may establish the Association's fiscal year by resolution, and in the absence of a Board resolution determining otherwise, the Association's fiscal year is a calendar year.

Section 11.2 Rules for Meeting. The Board may adopt rules for the conduct of meetings of the Members, Board, and committees.

Section 11.3 Notices. Any notice required or permitted hereunder must be in writing. Notices regarding enforcement actions must be given as required or as permitted by applicable law. All other notices may be given by regular mail. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Association's records and (b) the Association, the Board, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or hereunder, actual notice, however delivered, is sufficient.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of HOLLISTER SPRINGS HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Texas; and

2. That the foregoing Bylaws constitute the bylaws of said Association as duly adopted by action of the Board of Directors effective as of November 5, 2019.

IN WITNESS WHEREOF, I have hereunder subscribed my name.



NICOLLE HAGLE, Secretary