

BYLAWS OF LEHNE RANCH RESIDENTIAL PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, and Restrictions for Lehne Ranch Subdivision, recorded in the Official Records of the County Clerk's office of Llano, Texas (as modified, amended or supplemented from time to time). In the event of a conflict between the Covenants, Conditions & Restrictions (CCR), the Bylaws, and any other governing document, policy or rule of the Association, the CCRs will control.

Section 1.1 "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the interest, late fees, cost and expense incurred in collecting Assessments, including but not limited to court costs and attorney's fee.

Section 1.2 "Association" and "Property Owners Association" shall both mean and refer to "LEHNE RANCH RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC."; a not-for-profit corporation organized under the laws of the State of Texas, its successors and assigns, and the terms may be used interchangeably from time to time herein.

Section 1.3 "Board" means and refers to the collective set of Officers hereinafter set forth and elected by the Members to administer the business of the subdivision on behalf of the Members.

Section 1.4 "Bylaws" mean the Bylaws of the Association as from time to time amended.

Section 1.5 "Common Area(s)" means all property (roads and gates) owned by the association for the common use and enjoyment of the Owners and as further set forth in this Declaration.

Section 1.6 "Declaration" means the Declaration of Covenants, Conditions, and Restrictions of Lehne Ranch Property Owners' Inc., and any amendments thereto which have been or will be filed in the Llano County Clerk's Office.

Section 1.7 "Developer" means and refers to Rocky Mountain Ranch, Ltd, its successor and assigns.

Section 1.8 "Dwelling" means and refers to a building constructed on a Tract with all the plumbing, heating/cooling, septic system, etc. necessary for single family primary residency. Per the deed restrictions, this building must be at least 1500 square feet, must be made of 75% masonry, and must adhere to all the setback rules as defined in the Deed Restrictions.

Section 1.9 "Member" means and refers to an Owner who is a member of the Property Owners Association.

Section 1.10 "Owner" means and refers to the record Owner, whether one or more persons or entities, of the title to any tract in Lehne Ranch, but shall not mean or refer to any mortgagee or subsequent hold of a mortgage, unless and until such mortgagee or hold has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs of assign of any Owner.

Section 1.11 "Secondary Dwelling" means and refers to a building (which is in addition to the primary residence) constructed on a Tract with all the plumbing, heating/cooling, septic system, etc. necessary for single family residency. Per the deed restrictions, this building must be at least 1500 square feet, must be made of 75% masonry, and must adhere to all the setback rules as defined in the Deed Restrictions unless a waiver has been granted. This secondary building could include but is not limited to: barndominiums, guest houses, casitas, mother-in-law quarters, care-taker quarters, etc.

Section 1.12 "Subdivision" means and refers to all residential property including Tracts on the plat of the subdivision filed by the Developer in the Map and Plat Records of Llano County, Texas and Common Area as defined herein and all areas subject to the Declaration. All reference to "Lehne Ranch" or "properties" means this subdivision.

Section 1.13 "Turnover Date" is the date the Association assumes ownership of and financial responsibility for the Common Area from the Developer, who previously provided the Association with a quit-claim deed for the Common Areas.

Section 1.14 "Tract" means and refers to any tract or lot of land shown on the recorded subdivision plat with the exception of the Common Area and as further set forth in the Declaration.

ARTICLE II

ADMINISTRATION OF SUBDIVISION

Section 2.1 Power and Authority: The Association shall have the following powers and authority:

- A. To own, purchase, manage, maintain, repair and replace the Common Area or any other part of the property for which the Association is responsible under the Governing Documents, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.
- B. To levy and collect assessments against the Owners of Tracts in the Subdivision for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.
- C. To promulgate such rules and regulations with respect to the Subdivision and to perform such deeds and acts as are deemed necessary to achieve the objectives in Article II Sections A and B and to promote the health, safety and welfare of the Members, all in accordance with the provisions of the Declaration.
- D. To do or undertake any other lawful act or activity for which nonprofit corporations may be organized under the Texas Nonprofit Corporation Act (the "Act") and to exercise all powers which may be granted unto the Association by applicable law.
- E. To review all affidavits, sketches, and/or plans for new construction submitted by Owners and to consider any requests for variances to the Deed Restrictions.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board or when taken by the officer, committee, person or entity to whom such authority has been duly delegated by the Board as permitted in the Governing Documents or as otherwise allowed by law. The Association, its

Board, and Members shall at all times act in conformity with the Texas Nonprofit Corporation Act and the Governing Documents.

Section 2.3 Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE III MEMBERSHIP

Section 3.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a tract shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from tract ownership. The date of recordation in the Official Records of the Llano Texas County Clerk's office of the deed conveying any tract shall govern the date of ownership of that tract. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a decedent's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate.

ARTICLE IV MEETINGS

Section 4.1 Place of Meeting: All meetings of the Membership shall be held at a place within Llano County, Texas as determined by the Board.

Section 4.2 Rules of Order: Parliamentary procedure shall be governed by "Robert's Rules of Order, Revised," except as herein modified, and the Officer-at-Large shall procure and maintain an up-to-date copy of such rules, and have the same available at all meetings.

Section 4.2.1 Simplified Rules of Order

In order to conduct meetings in a productive and respectful manner, the following "Simplified Rules of Order" will be implemented and adhered to in all meetings. Should a procedural conflict arise, Robert's Rules of Order will take precedence.

The President will call the meeting to order and make opening statements. A rollcall will be conducted to determine if a quorum is present. The Secretary will read the minutes of the previous meeting unless the members who are present vote by a show of hands to waive the reading of the minutes.

The President will outline the agenda items to be covered in the meeting and will then open discussion on the first item.

In order to speak, a person must raise his/her hand to be recognized. Once recognized, that person may speak. No one else is allowed to speak until recognized by the President. When all discussion is complete,

the President will close discussion on that item and will proceed to the next item on the agenda, and so on until the last item is closed.

If at any time someone wants to make a motion, they may do so after being recognized by the President. Once the motion is made, the President will ask for a second. If the motion is seconded, then the President will address the motion.

Once all discussion is complete on the stated agenda items, the President may open the floor for comments/discussion on other items as time allows.

At the discretion of the President, the meeting will be closed which ends all discussion.

Section 4.3 Annual Meeting: The annual meeting of the Membership will be held in the third week of the month of February each year. At such meetings, the Board shall be elected in accordance with Article VI of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held in February as designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provision of Sections 4.4 and 4.5. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President, by Owners having twenty percent (20%) of the votes of the Association, by a majority of the Board, or as permitted by law. Business to be acted upon at all Special Meetings shall be confined to the subjects stated at the notice of such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings and Special Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove an officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting, by or at the direction of the President or the Secretary, either by hand delivery, or by mail to the mailing address of each Owner, or to the email address designated in writing by any Owner who opts for paperless notifications. Notice of any Special Meeting shall specifically state the purposes for which the meeting is called.

Section 4.7 Meetings Without Notice: The Board may meet by any method of communication, including electronic and telephonic, without prior notice to owners, when an unforeseen emergency or urgent necessity requires immediate Board action. Any action taken without notice to the Members must be summarized orally and documented in the minutes of the next Membership meeting. The Board may not, without prior notice to Membership, consider or vote on:

1. Damage assessments
2. Initiation of foreclosure actions as allowed by law
3. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety

4. Increases in assessments
5. Levying of special assessments
6. Appeals from a denial of architectural control approval
7. A suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense on the issue
8. Fines
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 10 percent
12. The sale or purchase of real property
13. The filling of a vacancy on the board
14. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or
15. The election of an officer.
- 16.

Section 4.8 Quorum: Except as otherwise expressly required in these Bylaws or by law, the presence in person or by proxy of Members entitled to cast thirty percent (30%) of the votes which may be cast, shall constitute a quorum at all meetings of the Members. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement at that meeting of the date and time of the subsequent meeting. At a subsequent meeting held due to the lack of a quorum, then the presence in person or by proxy of Members entitled to cast twenty percent (20%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement at that meeting of the date and time of the subsequent meeting. At a subsequent meeting held due to the lack of a quorum, then the presence in person or by proxy of Members entitled to cast fifteen percent (15%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum still is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement at that meeting of the date and time of the subsequent meeting. At a subsequent meeting held due to the continued lack of a quorum, then a majority vote of those votes present in person or by proxy shall constitute a quorum at that meeting of the Members. The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.9 Voting Rights: Each Owner shall have one vote, regardless of the number of tracts owned by that Owner. In no event may the vote which may be cast with respect to any Tract be divided among joint Owners of the Tract or cast in any manner other than as a whole, it being the intention of this Section 4.9 that there be no "splitting" of votes that may be cast by any Owner or Owners.

Section 4.10 Proxies: Owners may vote either in person or by agents duly authorized by written proxy executed by the subject Owner or by his duly authorized attorney-in-fact. A proxy is not valid after the

earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution. In order to be effective, all proxies must be dated, signed, notarized, and filed with the Secretary or duly acting Secretary a minimum of one day prior to the meeting in question. An Owner may not revoke a proxy given pursuant to this Section 4.10 except by written notice of revocation delivered to the person presiding over the meeting of the Association ahead of the meeting or in person during the meeting.

Section 4.11 Majority Vote: The cast of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Certificate of Formation of the Association, or by law.

Section 4.12 Actions By Written Ballots: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot if the Board decides the written ballot method is more expedient.

ARTICLE V

COMMITTEES

Section 5.1 Creation: The Board may create and/or dissolve advisory committees as they deem necessary and appropriate in aiding the Board to carry out its duties and responsibilities.

Section 5.2 Minutes: Each advisory committee shall keep regular minutes of its proceedings and report the same to the Board when required. At the conclusion of the committee's duties, the minutes shall be handed over to the Secretary for retention.

Section 5.3 Responsibility of Board Members: The designation of committees and the delegation thereto of authority shall not operate to relieve the Board or any Member thereof of any responsibility or liability imposed upon it or him by law.

ARTICLE VI

OFFICERS OF THE BOARD

Section 6.1 Enumeration of Officer: The officers of the Association shall consist of a President, a Vice President, a Secretary, a Treasurer, and an Officer-at-large.

Section 6.2 Election and Term: The officers of the Association shall be elected by the Membership during the Annual or Substitute Annual Membership Meeting. Each officer shall serve for the term of two years and shall serve until his death, resignation, removal or until his successor is elected. Except as noted in Sections 6.2A and 6.2B, to preserve continuity on the Board the President and the Treasurer will be elected every two years, and on alternate years, the Vice President, Secretary, and Officer-at-large will be elected.

- A. During the POA formation meeting, all five officers will be elected. The President and Treasurer will be elected for a two-year term. The Vice President, Secretary and Officer-at-large will be elected for a one-year term.
- B. During the second Annual or Substitute Annual Membership Meeting, the Vice President, Secretary and Officer-at-large will be elected for a two-year term, thus establishing the alternating pattern for elections.

Section 6.3 Removal: Any officer elected by the Members may be removed by the Members at any Annual or Special Meeting with a vote of sixty-seven percent (67%) of the votes of the Association. Any officer elected by the Members may be removed by a unanimous vote of the other four officers if it is determined that the officer is disqualified to serve by law.

Section 6.4 Vacancy: A vacancy in any office may be filled by the election of a successor to such office. Such election may take place at any meeting of the Membership, or by mail-in ballot should the Board decide to use that method. The officer elected to such vacancy shall serve for the remaining term of the officer he replaces.

Section 6.5 Multiple Offices: The person holding the office of President shall not also hold any other office at the same time. Any other offices may be simultaneously held by one person in the interim between a vacancy and an election.

Section 6.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. He shall see that the orders and resolutions of the Association are carried out; he shall sign all written agreements or instruments on behalf of the Association, and he shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Texas Nonprofit Corporation Act in connection with the supervision, control and management of the Association in accordance with the Governing Documents.

Section 6.7 Vice President: The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, he shall perform such other duties and have such other powers as the Board shall prescribe. In addition, he shall procure and maintain adequate liability and hazard insurance on all property owned by the Association as required or permitted under the terms of the applicable provisions of the Declarations.

Section 6.8 Secretary: The Secretary shall keep the minutes of all meetings of Members; he shall have charge of such books and papers; and he shall, in general, perform all the duties incident to the Office of Secretary of a corporation organized under the Texas Nonprofit Corporation Act. The Secretary is also responsible for the retention, storage and preservation of all historical documents, minutes, books and papers for the Association.

Section 6.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He must be bonded. He shall sign promissory notes of the Association; any promissory note over \$500.00 will require an additional officer's signature. The Treasurer shall prepare a proposed annual budget and the other reports to be furnished to the Members as required in the Declaration. He shall perform all duties incident to the office of Treasurer of a corporation organized under the Texas Nonprofit Corporation Act.

The Treasurer is also responsible for the retention, storage and preservation of all historical financial records and books of account.

Section 6.10 Officer-at-Large: The Officer-at-Large shall serve as enforcer of the Rules of Order during all meetings. In the event of a conflict of opinion about a point of order, the Officer-at-Large shall be the decision maker. In addition, he shall perform such other duties and have such other powers as the Board shall prescribe.

Section 6.11 Compensation: Officers shall not be compensated for the usual and ordinary services tendered to the Association incident to the offices they hold. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office each holds.

Section 6.12 Indemnification: To the extent permitted by the provisions of the Texas Nonprofit Corporation Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to the approval by the Members only when such approval is required by the Texas Nonprofit Corporation Act.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD

Section 7.1 Powers and Duties of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Subdivision except such powers and duties as by law or by Governing Documents may not be delegated by the Members to the Board. The powers that may be exercised by the Board shall include, but shall not be limited to the following:

- A. Cause the Common Area to be maintained and repaired as needed.
- B. Determine the funds required for operation, administration, maintenance and other affairs of the Subdivision and collect the assessments from the Owners, as provided in the Governing Documents and in the Declaration:
 - a. Fix the amount of the annual assessment against each Owner at least thirty (30) days in advance of each annual assessment period.
 - b. Send written notice of each assessment to every Owner subject to the assessment at least thirty (30) days in advance of each annual assessment period.
 - c. Take appropriate action as prescribed by the Declaration against any property for which assessments are delinquent, or bring an action at law against the Owner personally obligated to pay the same. Notwithstanding the foregoing, an Owner shall be allowed to vote in an election of Board members or on any matter concerning the rights or responsibilities of the Owner.
 - d. Enforce the obligations and assessments provided in the Declaration, including but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration and the procedures set forth in the Texas Property Code, the imposition of charges for late payment of

assessments, and after notice and an opportunity to be heard as provided in the Texas Property Code, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association.

- e. Furnish documentation setting forth amounts of paid/unpaid assessments that have been levied upon a Tract to the Owner or Mortgagee of such Tract, or to a proposed purchaser or Mortgagee of such Tract, and impose and collect reasonable charges therefor.
- C. Suspend the voting rights of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Voting rights may also be suspended after notice and hearing for infraction of published rules and regulations.
- D. Employ and dismiss personnel necessary for the efficient operation, maintenance, repair, and upkeep of the Common Area
- E. Enforce rules and regulations as stated in the Declaration covering the details of the operation, maintenance, repair, use and modification of the Common Area, the personal conduct of the Members and their guests in using them.
- F. Open and maintain bank accounts on behalf of the Association and designating the signatories required therefor
- G. Procure and maintain adequate liability and hazard insurance on all property owned by the Association as required or permitted under the terms of the applicable provisions of the Declarations
- H. Keep detailed accurate records of the receipts and expenditures of the Association, conduct and/or obtain an annual (or as necessary) audit and/or reviews of financial records of the Association from the Association's public accountant or Special Committee, furnish the annual reports, and furnish current budgets. All books and records shall be kept in accordance with good and accepted accounting practices.
- I. Keep a complete record of the minutes of all meetings of the Board and Membership and include a record of all actions taken by the Board and/or Members by written ballot or by consent without meeting. Present a statement of such actions to the Members at each annual or special meeting.
- J. Supervise all agents and employees of the Association and insure that their duties are properly performed.
- K. Make or obtain repairs, maintenance, additions, and improvements to or alterations or restoration of the Common Area in accordance with the other provisions of these Bylaws and the Declaration.
- L. Enforce by any legal means or proceedings the provisions of the Certificate of Formation of the Association, these Bylaws, the Declaration, or the rules and regulations hereinafter promulgated governing the Subdivision, including use of the Common Area.
- M. Pay all taxes and assessments which are or may become liens against any part of the Common Area, and to assess the same against the Owners in the manner herein provided.
- N. Hire attorneys and other professionals as needed.
- O. Maintain and/or repair or cause to be maintained and/or repaired any Tract if such maintenance or repair is required by the Declaration or is necessary at the discretion of the Board to protect the Common Area. This action should be taken only if the Owner of such Tract has failed or refused to perform such maintenance or repair within a reasonable time

after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner. Said Owner must reimburse the Association for any funds expended to accomplish this maintenance or repair.

- P. Sign all agreements, contracts, and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board.
- Q. Cause all officers having fiscal responsibilities to be bonded, as the Board deems appropriate
- R. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the Membership by the Declaration, Certificate of Formation, or by other provisions of these Bylaws.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Severability: Invalidation of any covenant, condition, restriction or other provisions of the Declaration of these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 8.2 Successors Bound: The rights, privileges, duties and responsibilities set forth in the Governing Documents, as amended for time to time, shall run with the ownership of the Property and shall be binding upon all persons who own or hereafter acquire any interest in the Property.

Section 8.3 Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 8.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or any other private individual either during its existence or upon dissolution except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes set forth in the Declaration, the Certificate of Formation of the Association and these Bylaws.

Section 8.5 Books and Records: The books, records, and papers of the Association will be subject to inspection by any Member during ordinary business hours with at least forty-eight (48) hours notification. The Member desiring to review such books, records, or papers may contact the Secretary or Treasurer to review the documents held by these officers.. Copies will be charged to the requesting Owner in accordance with the Association's Record Production and Copying Policy.

Section 8.6 Assessments: As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. The Association shall give notice of the delinquency and give the Owner 30 days to cure the delinquency or to contact the Board to enter into an alternative payment schedule. Only after failing to cure the delinquency or failure to comply with the alternative payment schedule will the Association bring an action at law against the Owner.

If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose as allowed by law. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his or her tract. A single assessment shall be levied against each Owner regardless of the number of tracts owned by the Owner.

Section 8.7 New Construction Review: Per the Declaration, Owners shall present affidavits, sketches, and/or plans for any new construction to be conducted on their Tract(s) to the Board.

ARTICLE IX

AMENDMENT OF BYLAWS

Section 9.1 Amendments: These Bylaws shall be subject to amendment by a resolution in writing submitted by any Member and approved by the Board of Trustees. The Secretary shall notify the membership in writing of the resolution offered at least thirty (30) days prior to the annual meeting or special meeting called therefore. It shall require a two-thirds majority of all voting members to adopt the resolution of its amendments.

Section 9.2 Revision: When it becomes necessary for these Bylaws to be revised, it shall be the duty of the President to appoint a Bylaws committee of at least three (3) Members whose report shall be presented to the Board. The Secretary shall notify the Membership in writing of the proposed revision at least thirty (30) days prior to the annual meeting or special meeting called therefore. It shall require a two-thirds majority of all voting members to adopt the revised Bylaws or amendments thereto.

Section 9.3 Duplication, Distribution, and Supply: These Bylaws shall be provided to every Member electronically when possible. These Bylaws shall be duplicated and the Secretary shall furnish Members copies thereof upon request and upon the payment of an appropriate fee for the cost of reproduction and postage. The Secretary shall obtain a sufficient number of copies for the needs of the Board and maintain a supply on hand for future requirements.

Section 9.4 Effective Date: These Bylaws shall be effective on and after the Turnover Date and are and shall remain effective in their entirety until amended and/or revised by the Membership as provided in these Bylaws.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officers, as of the date first set forth hereinabove.

Signed, sealed and delivered in the presence of: LEHNE RANCH RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

Gary Ray, President, Lehne Ranch Residential Property Owners' Association

Sharon Weathers, Vice President, Lehne Ranch Residential Property Owners' Association

Carl Francois, Treasurer, Lehne Ranch Residential Property Owners' Association

Belinda Lassiter, Secretary, Lehne Ranch Residential Property Owners' Association

Harry Morrison, Officer-at-Large, Lehne Ranch Residential Property Owners' Association

STATE OF TEXAS
COUNTY OF LLANO

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared the following officers of LEHNE RANCH RESIDENTIAL PROPERTY OWNERS' ASSOCIATION, INC., a Texas Not-for-Profit Corporation: Gary Ray, President; Sharon Weathers, Vice President; Carl Francois, Treasurer; Belinda Lassiter, Secretary; and Harry Morrison, Officer-at-Large. These are known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same. The said persons were not under oath.

WITNESS my hand and official seal this ____ day of _____, 2019.

Notary My Commission Expires: