

BYLAWS
OF
TRAVIS RANCH
PROPERTY OWNERS ASSOCIATION, INC.

PROPERTY

Travis Ranch is a phased development in Kaufman County, Texas. These Bylaws are to be recorded in the Real Property Records of Kaufman County, Texas.

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ARTICLE 1
INTRODUCTION

1.1. Name of Corporation. The name of the corporation is Travis Ranch Property Owners Association, Inc. (the "Association").

1.2. Purpose of Association. The purposes for which the Association is formed are to maintain and administer certain real property and improvements known as Travis Ranch (the "Development") located in Kaufman County, Texas, and more particularly described in that certain Declaration of Covenants, Conditions, and Restrictions for Travis Ranch (the "Declaration") filed or to be filed of record in the Real Property Records of Kaufman County, Texas, and to promote the health, safety, and welfare of the residents within the Development and for this purpose to (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and in these Bylaws of the Association; and (b) have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

1.3. Definitions. Words and phrases defined in the Declaration have the same meanings when used in these Bylaws.

1.4. Nonprofit Purpose. The Association is organized to be a non-profit corporation.

1.5. Declarant Control. Notwithstanding anything to the contrary in these Bylaws, the number, qualification, appointment, removal, and replacement of directors, as well as the number of votes allocated to Lots owned by Declarant, are governed by the Declarant's reservations in Appendix B of the Declaration during the Declarant Control Period defined in the Declaration.

1.6. General Powers and Duties. The Association, acting through the board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the development as may be required or permitted by the Documents and State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

ARTICLE 2
BOARD OF DIRECTORS

2.1. Number and Term of Office. The Board will consist of five (5) persons. Upon election, each director will serve a term of two (2) years. To maintain staggered terms, two (2) directors will be elected in even-numbered years, and three (3) directors will be elected in odd-numbered years. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but may not be less than three (3). To establish staggered terms, at the first election, the candidates receiving most votes will serve initial terms of two (2) years, and the candidates receiving the next-highest votes will serve initial terms of one (1) year. Thereafter, their successors will serve two (2) year terms.

2.2. Qualification. The following qualifications apply to the election or appointment of persons to the board.

2.2.1. Owners. At least a majority of the directors must be members of the Association or spouses of members.

2.2.2. Entity Member. If a Lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity member is eligible to serve as a director and is deemed to be a member for the purposes of this Section. If the relationship between the entity member and the director representing it terminates, that directorship will be deemed vacant.

2.2.3. Delinquency. No person may be elected or appointed as a director if any assessment against the person or his Lot is more than thirty (30) days' delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

2.2.4. Violations. No person may be elected or appointed as a director if the person or his Lot 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.

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

2.3. Election. Directors will be elected by the members of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by any method permitted by Section 2.13B of the Texas Non-Profit Corporation Act, which may include, without limitation, mail, facsimile transmission, electronic mail, or a combination of any of these.

2.4. 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.

2.5. Removal of Directors.

2.5.1. Removal by Members. At any annual meeting or special meeting of the Association, any one or more of the directors may be removed with or without cause by members representing at least two-thirds of the 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.

2.5.2. Removal by Directors. A director may not be removed by the officers or by the remaining directors, except for the following limited reasons for which a director may be removed by at least a majority of the other directors at a meeting of the Board called for that purpose:

- a. The director is a party adverse to the Association or the Board 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 has been delinquent for at least ninety (90) days or has been delinquent at least three (3) times during the preceding twelve (12) months, provided he was given notice of the default and a reasonable opportunity to cure.
- c. The director has refused or failed to attend three (3) or more meetings of the Board during the preceding twelve (12) months, provided he was given proper notice of the meetings.
- d. The director has refused or failed to cure a violation of the Documents for which he has been given notice, a reasonable opportunity to cure, and an opportunity to request a hearing before the Board.

2.6. Meetings of the Board.

2.6.1. Organizational Meeting of the Board. Within ten (10) days after the annual meeting, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board and announced to the directors.

2.6.2. Regular Meetings of the Board. Regular meetings of the Board may be held

at a time and place that the Board determines, from time to time, but at least one such meeting must be held each calendar quarter. Notice of regular meetings of the Board will be given to each director, personally or by telephone, written, or electronic communication, at least three (3) days prior to the date of the meeting.

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he is absent or refuses to act, by the secretary, or by any two (2) directors. At least three (3) days notice will be given to each director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

2.6.4. Emergency Meetings. In case of emergency, the Board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.6.5. Conduct of Meetings. The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the Board.

2.6.6. Quorum. At meetings of the Board, a majority of directors constitutes a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the Board. If less than a quorum is present at a meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice. Directors may not participate by proxy at meetings of the Board.

2.6.7. Minutes. The written report of a Board meeting is not the minutes of the meeting until approved by the directors at a future meeting. The minutes must report actions taken by the Board, but need not report the substance of discussion. The Board is not required to distribute minutes of its meetings to the members.

2.6.8. Open Meetings. Regular and special meetings of the Board are open to members of the Association, subject to the following provisions:

- a. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.
- b. Members who are not directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.
- c. The Board may adjourn any meeting and reconvene in executive session to

discuss and vote on personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.

- d. The Board may prohibit attendance by non-members, including representatives, proxies, agents, and attorneys of members.
- e. The Board may prohibit attendance by any member who disrupts meetings or interferes with the conduct of Board business.
- f. The Board may but is not required to publish to members the time, date, and place of Board meetings, but will provide the information if requested in writing by a member on a meeting by meeting basis.

2.6.9. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the 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.

2.6.10. Action Without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of board meetings. Action by written consent has the same force and effect as a unanimous vote.

2.7. Liabilities and Standard of Care. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including, but not limited to, the following provisions of State law: Articles 1396-2.25, -2.26, -2.28, -2.29, and -2.30 of the Texas Non-Profit Corporation Act.

2.8. Powers and Duties. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Development. The Board may do all acts and things except those which, by law or the Documents, are reserved to the members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in laws or the Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

2.8.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its

responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the Owners and Residents.

2.8.2. Manager. The Board may employ a manager or managing agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

2.9. Fidelity Bonds. Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, must furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

ARTICLE 3 OFFICERS

3.1. Designation. The principal officers of the Association are the president, the secretary, and the treasurer. The Board may appoint one or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be members or directors. Any two (2) offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. Election of Officers. The officers are elected no less than annually by the directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3. Removal and Resignation of Officers. A majority of directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may 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.

3.4. Standard of Care. In performing their duties, the officers are required to exercise the standards of care provided by Article 1396-2.20.D. of the Texas Non-Profit Corporation Act.

3.5. Description of Principal Offices.

3.5.1. 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.

3.5.2. Secretary. The 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.

3.5.3. Treasurer. The 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 in the name of the Association in depositories as may from time to time be designated by the Board; (e) prepares the annual and supplemental budgets of the Association; (f) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (g) performs all the duties incident to the office of treasurer.

3.6. Authorized Agents. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4 MEETINGS OF THE ASSOCIATION

4.1. Annual Meeting. An annual meeting of the Association will be held during the month of March of each year. At annual meetings the members will elect directors in accordance with these Bylaws. The members may also transact such other business of the Association as may properly come before them.

4.2. Special Meetings. It is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by Owners of at least ten percent (10%) of the Lots in the Development. The meeting must be held within thirty (30) days after the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. Place of Meetings. Meetings of the Association may be held at the Development or at a suitable place convenient to the members, as determined by the Board.

4.4. Notice of Meetings. At the direction of the Board, written notice of meetings of the Association will be given to an Owner of each Lot at least ten (10) days but not more than sixty (60)

days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices 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.

4.5. 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 forty-five (45) days before the date of a meeting of the Association at which members will vote, provided each ineligible member is given notice of the arrearage and an opportunity to become eligible. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. A determination of members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than forty-five (45) days after the original meeting.

4.6. Voting Members List. The Board will prepare and make available a list of the Association's voting members in accordance with Art. 1396-2.11B of the Texas Non-Profit Corporation Act.

4.7. Quorum. At any meeting of the Association, the presence in person or by proxy of owners of at least ten percent (10%) of the Lots in the Development constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum.

4.8. Lack of Quorum. If a quorum is not present at any meeting of the Association for which proper notice was given, members representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than twenty-four (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 fifteen (15) to thirty (30) days may be given to an Owner of each Lot, at which meeting Owners of at least five percent (5%) of the Lots in the Development constitute a quorum for that meeting.

4.9. Votes. 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, the Declaration, or by law. Cumulative voting is prohibited.

4.9.1. Co-Owned Lots. If a Lot is owned by more than one member, the vote appurtenant to that Lot is cast as follows. If only one of the multiple Owners of a Lot is present at a meeting of the Association, that person may cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to a Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.9.2. Corporation-Owned Lots. If a Lot is owned by a corporation, the vote appurtenant to that Lot may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of a written appointment of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.9.3. Association-Owned Lots. Votes allocated to a Lot owned by the Association may be counted towards a quorum and for all ballots and votes except the election or removal of directors. The vote appurtenant to a Lot owned by the Association is exercised by the Board.

4.10. 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 Lot to which the vote is appurtenant; (c) designate the person or position (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (d) identify the meeting for which the proxy is given; (e) not purport to be revocable without notice; and (f) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates one year after its date. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax or by email. However, a proxy received by fax or email may not be counted to make or break a tie-vote unless (a) the Association can confirm that the proxy was transmitted by the signing member, (b) the proxy has been acknowledged or sworn to by the member, before and certified by an officer authorized to take acknowledgments and oaths, or (c) the Association also receives the original proxy within five (5) days after the vote.

4.11. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings of the Association when not in conflict with the Documents. Votes should be tallied by tellers appointed by the person presiding over the meeting.

4.12. Order of Business. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business
- New business

4.13. Adjournment of Meeting. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.14. Action With Meeting. Subject to Board approval, any action which may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit members to vote by ballots delivered by any method allowed by Section 2.13B of the Texas Non-Profit Corporation Act, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting.

4.15. Telephone Meetings. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the 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 5 RULES

5.1. Rules. The Board has the right to establish and amend, from time to time, reasonable rules and regulations for: (a) the administration of the Association and the Documents; (b) the maintenance, management, operation, use, conservation, and beautification of the Development; and (c) the health, comfort, and general welfare of the Residents. The rules may not be in conflict with law or the Documents. The Board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members.

5.2. Adoption and Amendment. Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

5.3. Notice and Comment. At least ten (10) days before the effective date, the Board will

give written notice to an Owner of each Lot of any amendment, termination, or adoption of a rule, or will publish same in a newsletter or similar publication that is circulated to the members. The Board may, but is not be required, to give similar notice to Residents who are not members. Any member or Resident so notified has the right to comment orally or in writing to the Board on the proposed action.

5.4. Distribution. On request from any member or Resident, the Board will provide a current and complete copy of rules. Additionally, the Board will, from time to time, distribute copies of the current and complete rules to Owners and, if the Board so chooses, to non-member Residents.

ARTICLE 6 ENFORCEMENT

6.1. Remedies. The violation of any provision of the Documents gives the Board the following rights, in addition to any other rights set forth in the Documents:

- a. Fines. To impose reasonable fines, if notice and an opportunity to be heard are given.
- b. Self-Help. To enter the Lot or Common Area in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that Lot) that is contrary to the intent and meaning of the provisions of the Documents. The Board may not be deemed liable for any manner of trespass by this action.
- c. Courts. To enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of any breach.

6.2. Reimbursement of Expenses and Legal Fees. In addition to any other rights set forth in the Documents for violation of a provision of the Documents, the Board may levy and collect Individual Assessments for reimbursement of reasonable fees and expenses, including, without limitation, legal fees, incurred by the Association to enforce the Documents, including the collection of delinquent Assessments, provided:

6.2.1. Notice. The Association must give the Owner written notice that the Owner will be liable for reimbursement of any such fees and expenses incurred by the Association if the delinquency or violation continues after a certain date that is stated in the notice. This notice requirement does not apply to legal fees incurred by the Association in connection with the Association's counterclaim in a lawsuit to which an Owner is a plaintiff.

6.2.2. Hearing. If legal fees are incurred by the Association for an action requiring notice and hearing, the Owner is not liable for reimbursement of legal fees incurred (a) before the date by which the Owner must request a hearing, if the Owner does not request a hearing, or (b) before conclusion of the hearing, if the Owner does request a hearing.

6.2.3. Records. By written request, an Owner may obtain from the Association copies of any invoices for charges, including legal fees, for which the Association seeks reimbursement.

6.2.4. Foreclosure. In connection with a nonjudicial foreclosure of the Association's assessment lien, Chapter 209 of the Texas Property Code may establish a limit for the amount of attorneys fees that the Association may include in its lien.

6.3. Actions Requiring Notice and Hearing. Before taking any of the below-described actions, the Association must give written notice and an opportunity for a hearing according to the requirements of this Article and the notice and hearing requirements of Chapter 209 of the Texas Property Code, as it may be amended. The following actions by or with the approval of the Board, the Association, or the ACC, require notice and hearing as provided by this Article:

- a. Suspension of use of a Common Area.
- b. Imposition of a fine for violation of any provision of the Documents, other than fines, interest, or collection fees charged for delinquent accounts.
- c. Charging an Owner or a Lot for property damage.
- d. Filing suit against an Owner other than a suit related to the collection of assessments.

6.4. Notice. The required written notice must contain (a) the date the violation notice is prepared or mailed; (b) a statement that not later than the thirtieth (30th) day after the date the Owner receives the notice, the Owner may request a hearing to discuss and verify facts and resolve the matter in issue, pursuant to this Article and Section 209.007 Texas Property Code; (c) a statement of how or where the request for hearing should be made or delivered; (d) a statement that if the hearing is before a committee or any body other than the Board, the Owner has the right to appeal the decision to the board by written notice to the Board; (e) a statement that the Owner may be liable for reimbursement of attorneys fees and costs if the violation continues or the damage is not paid by a stated date; and (f) the following contents applicable to violations or damage claims, as the case may be:

6.4.1. Notice of Violation. In the case of a violation of a provision of the Documents, the written notice must also contain the following: (a) a description of the violation; (b) a reference to the rule or provision of the Documents that is being violated, if applicable; (c) a description of the action required to cure the violation; (d) the amount of the fine or charge to be levied, the nature of the Common Area suspension, and/or the abatement action to be taken; (e) unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, a statement that the Owner may avoid the fine or suspension by curing the violation in a reasonable period of time, which may be specified in the notice.

6.4.2. Notice of Damage. In the case of property damage for which the Association seeks reimbursement or imposition of a charge on the Owner or the Lot, the written notice must also contain (a) a description of the property damage and (b) the amount of the Association's claim against the Owner or the Lot.

6.4.3. Notice to Resident. In addition to giving the written violation notice to the Owner, the Board may also give a copy of the notice to the non-Owner Resident, if the Board deems it appropriate.

6.4.4. Receipt of Notice. Unless State law provides otherwise, any notice given to an Owner pursuant to this Article will be deemed received by the Owner (a) on personal delivery to the Owner or to a person at the Owner's address, or (b) on the third (3rd) business day after the notice is deposited with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, whether or not the Owner actually receives the notice. If the Association's records show that a Lot is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Resident is deemed notice to all Residents.

6.5. Hearing.

6.5.1. Request for Hearing. To request a hearing, an Owner must submit a written request within thirty (30) days after receiving the Association's written notice. Within ten (10) days after receiving the Owner's request for a hearing, and at least ten (10) days before the hearing date, the Association will give the Owner notice of the date, time, and place of the hearing. If the Association or the Owner requests a postponement of the hearing, the hearing will be postponed for up to ten (10) days. Additional postponements may be granted by agreement of the parties.

6.5.2. Pending Hearing. Pending the hearing, the Board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the action described in the Association's written notice.

6.5.3. Attendance. The hearing may be held with or without the presence of the Owner or the Owner's representative.

6.5.4. Hearing. The hearing may be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.

6.5.5. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or charge, if any, imposed, or abatement or

suspension action, if any, authorized. A copy of the written notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the hearing, the notice requirement will be deemed satisfied.

6.6. Actions Exempt from Notice and Hearing Requirements. As a general rule, every action other than the above-described actions requiring notice and hearing are impliedly exempt from the requirements of this Article. As permitted by Section 209.007 of Texas Property Code, the following actions are expressly exempt:

- a. A temporary suspension of a person's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the Development. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the notice and hearing procedures prescribed by this Article.
- b. A lawsuit in which the Association seeks a temporary restraining order or temporary injunctive relief.
- c. A lawsuit filed by the Association that includes foreclosure as a cause of action.
- d. The collection of delinquent Assessments.

6.7. Imposition of Fine. Within thirty (30) days after levying the fine or authorizing the abatement, the Board must give the Owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

6.7.1. Amount. The Board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the Board allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

6.7.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

6.7.3. Other Fine-Related. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of assessments.

ARTICLE 7
OBLIGATIONS OF THE OWNERS

7.1. Notice of Sale. Any Owner intending to sell or convey his Lot or any interest therein must give written notice to the Board of his intention, together with (a) the address or legal description of the Lot being conveyed, (b) the name and address of the intended purchaser, (c) the name, address, and phone number of the title company or attorney designated to close the transaction, (d) names and phone numbers of real estate agents, if any, representing seller and purchaser, and (e) scheduled date of closing. An Owner will furnish this information to the Board at least ten (10) business days before the scheduled date of closing or conveyance. The requirements of this Section may be satisfied by giving the Association a copy of an accepted resale contract in connection with the owner's request to the Association for a resale certificate.

7.2. Proof of Ownership. Except for those Owners who initially purchase a Lot from Declarant, any person, on becoming an Owner of a Lot, must furnish to the Board evidence of ownership in the Lot, which copy will remain in the files of the Association. A copy of the recorded deed is the customary evidence. The Association may refuse to recognize a person as a member unless this requirement is first met. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Lot or any interest therein.

7.3. Owners' Information. Within thirty (30) days after acquiring an ownership interest in a Lot, the Owner must provide the Association with the Owner's mailing address, telephone number, and driver's license number, if any; the name and telephone number of any Resident other than the Owner; and the name, address, and telephone number of any person managing the Lot as agent of the Lot Owner. An Owner must notify the Association within thirty (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.

7.4. Mailing Address. The Owner or the several co-Owners of a Lot must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an Owner fails to maintain a current mailing address with the Association, the address of the Owner's lot is deemed to be his mailing address.

7.5. Registration of Mortgagees. Within thirty (30) days after granting a lien against his Lot, the Owner must provide the Association with the name and address of the holder of the lien and the loan number. The Owner must notify the Association within thirty (30) days after he has notice of a change in the information required by this Section. Also, the Owner will provide the information on request by the Association from time to time.

7.6. Assessments. All Owners are obligated to pay Assessments imposed by the Association to meet the common expenses as defined in the Declaration. 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 Lot.

7.7. 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.

ARTICLE 8 ASSOCIATION RECORDS

8.1. Inspection of Books and Records. Books and records of the Association will be made available for inspection and copying pursuant to Article 1396-2.23 of the Texas Non-Profit Corporation Act.

8.1.1. 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 not proper; (c) if granting the request, to identify which books and records are relevant to the member's stated purpose for inspection.

8.1.2. 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.

8.1.3. 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.

8.1.4. Records of Attorneys and Accountants. The files and records of an attorney or accountant who performs services for the Association are not records of the Association, are not subject to inspection by members, and are not subject to production in a legal proceeding.

8.2. Resale Certificates. Any officer may prepare, or cause to be prepared, assessment estoppel certificates or resale certificates pursuant to Chapter 207 of the Texas Property Code. The Association may charge a reasonable fee for preparing such certificates and may refuse to furnish such certificates until the fee is paid. Any unpaid fees may be assessed against the Lot for which the certificate is furnished. The Association may delegate the responsibility for a resale certificate to its managing agent, if any.

8.3. Management Certificate. As required by Section 209.004 of the Texas Property Code, the Association will maintain a current management certificate in the public records of the county in which the Development is located. When the Association has notice of a change in any information in the recorded certificate, the Association will prepare a restated or amended certificate and deliver it to the county clerk for filing. Absent gross negligence, the Association is not liable

for a delay or failure to record a certificate. The Association may delegate the responsibility for a management certificate to its managing agent, if any.

ARTICLE 9 NOTICES

9.1. Co-Owners. If a Lot is owned by more than one person, notice to one co-Owner is deemed notice to all co-Owners.

9.2. Delivery of Notices. Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, or by any other method permitted by the Texas Non-Profit Corporation Act. If mailed, the notice is deemed delivered when deposited in a post office or official repository of the United States Postal Service addressed to the member at the address shown on the Association's records. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

9.3. Waiver of Notice. Whenever a notice is required to be given to an Owner, member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a member or director at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the member or director of the time, place, and purpose of the meeting. If all members or directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

ARTICLE 10 AMENDMENTS TO BYLAWS

10.1. Amendments. These Bylaws may be amended, altered or repealed by the Board at a regular or special meeting of the Board at which a quorum is present and notice of the proposed amendment has been given as provided by the existing Bylaws. Such notice shall indicate the Bylaws to be amended, altered or repealed and the general nature of the change sought. A vote of a majority of the directors attending a meeting at which a quorum is present shall be required to amend, alter or repeal these Bylaws.

10.2. Mortgagee Protection. In addition to the notices and consents required by these Bylaws, certain actions and amendments may require notice to or approval by Eligible Mortgagees, pursuant to the Mortgagee Protection article of the Declaration. If applicable, the Association must give the required notices to and obtain the required approvals from Eligible Mortgagees.

10.3. Effective. To be effective, an amendment must be in the form of a written instrument (a) referencing the name of the Development, the name of the Association, and the recording data of these Bylaws and any amendments hereto; (b) signed and acknowledged by at least one officer of the Association; and (c) recorded in the real property records of every county in which the Development is located.

10.4. Declarant Protection. During the Development Period, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this Section and the section titled "Declarant Control" may not be amended without prior written approval of the Declarant. The Declarant's written consent must be part of the amendment instrument. Further, during the Development Period, Declarant may amend these Bylaws, without consent of the Board or other Owners or Eligible Mortgagees, for the limited purposes set forth in Section B.3.9. of Appendix B to the Declaration.

ARTICLE 11 GENERAL PROVISIONS

11.1. Compensation. A director, officer, member, or Resident is not entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, member, or resident. Nevertheless,

- a. Reasonable compensation may be paid to a director, officer, member, or Resident for services rendered to the Association in other capacities.
- b. A director, officer, member, or Resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.
- c. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.
- d. This provision does not apply to distributions to Lot Owners permitted or required by the Declaration.

11.2. 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 and these Bylaws, the Articles control. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

11.3. 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.

11.4. Construction. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for

convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

11.5. Fiscal Year. The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

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

CERTIFICATION & ACKNOWLEDGMENT

As the Declarant of Travis Ranch and the initial and sole member of the Travis Ranch Property Owners Association, Inc., the undersigned certifies that the foregoing Bylaws of Travis Ranch Property Owners Association, Inc. were adopted by the Board of Directors of Travis Ranch Property Owners Association, Inc. for the benefit of the Association.

SIGNED this 17 day of December, 2004.

TRAVIS RANCH DEVELOPMENT, L.P.,
a Texas limited partnership

By: 2428 Management L.L.C.,
a Delaware limited liability company,
its general partner

By: IHP Investment Fund III, L.P.,
a California limited partnership,
its sole member

By: Institutional Housing Partners III L.P.,
a California limited partnership,
its general partner

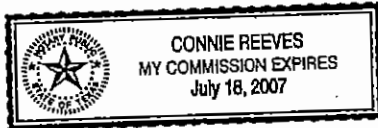
By: IHP Capital Partners,
a California corporation,
its general partner

By: [Signature]
Name: J. Tim Moore
Title: Senior Vice President

By: [Signature]
Name: Douglas C. Neff
Title: President

THE STATE OF Texas
COUNTY OF Dallas

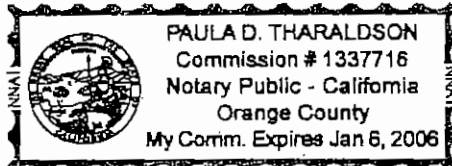
This instrument was acknowledged before me on the 17th day of December, 2004 by J. Timmon, S. Vice President of IHP Capital Partners, a California corporation, general partner of Institutional Housing Partners III L.P., a California limited partnership, general partner of IHP Investment Fund III, L.P., a California limited partnership, sole member of 2428 Management L.L.C., a Delaware limited liability company, sole general partner of Travis Ranch Development, L.P., a Texas limited partnership, on behalf of the limited partnership.



Connie Reeves
Notary Public, The State of Texas

THE STATE OF California
COUNTY OF Orange

This instrument was acknowledged before me on the 18 day of December, 2004 by Douglas C. Neff, President of IHP Capital Partners, a California corporation, general partner of Institutional Housing Partners III L.P., a California limited partnership, general partner of IHP Investment Fund III, L.P., a California limited partnership, sole member of 2428 Management L.L.C., a Delaware limited liability company, sole general partner of Travis Ranch Development, L.P., a Texas limited partnership, on behalf of the limited partnership.



Paula D Tharaldson
Notary Public, The State of Texas