

**NOTICE OF FILING FOR
BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

Instrument # 16023534 Number of Pages: 18
Filed and Recorded: 7/25/2016 10:34 AM
Liz Q. Gonzalez, Hays County Clerk, Texas
Rec \$94.00 Deputy Clerk: LGONZALEZ

Notice is hereby given to all persons with any interest in or claim to any parts of the property within the jurisdiction of Baynebridge Condominium Homeowner's Association, Inc. that said property is subject to the Bylaws of Baynebridge Condominium Homeowner's Association, Inc. attached hereto as Exhibit A and incorporated herein for all purposes.

Thus signed and certified this 13th day of July, 2016.

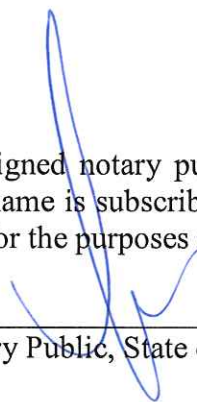


Shanna Castro
Pulman, Cappuccio, Pullen, Benson & Jones, LLP
2161 NW Military Hwy, Suite 400
San Antonio, Texas 78213

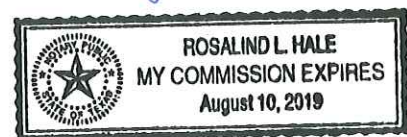
Legal Counsel for Baynebridge Condominium
Homeowner's Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 13th day of July, 2016, before me, the undersigned notary public, personally appeared Shanna Castro, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes set forth therein.



Notary Public, State of Texas



AFTER RECORDING RETURN TO:
Pulman, Cappuccio, Pullen, Benson & Jones, LLP
Attn: Buck Benson
2161 NW Military Hwy., Suite 400
San Antonio, Texas 78213

EXHIBIT A

BYLAWS OF
BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC.

[ON FOLLOWING PAGES]

**BYLAWS
OF
BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I.
NAME, PRINCIPAL OFFICE, PROPERTY, AND DEFINITIONS**

Section 1. Name. The name of the corporation is Baynebridge Condominium Homeowner's Association, Inc. (the "**Association**").

Section 2. Principal Office. The principal office of the corporation is 2345 Loop 337 Suite 200, New Braunfels, Texas 78130.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in that certain Condominium Declaration for Baynebridge Condominiums recorded as Document No. 292934 and in Volume 1, Page 795 of the Official Public Records of Real Property of Hays County, Texas, as amended pursuant to that certain First Amendment to the Condominium Declaration for Baynebridge Condominiums recorded on March 6, 1991 as Document No. 304196 of the Official Public Records of Real Property of Hays County, Texas (collectively, the "**Declaration**").

Section 4. Property. The property affected by these Bylaws are the Baynebridge Condominiums in Hays County, Texas.

**ARTICLE II.
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Each Owner shall be a Member the Association.

Section 2. Allocation of Voting Rights. Allocation of voting rights shall be as set forth in the Declaration.

**ARTICLE III.
MEETING OF MEMBERS**

Section 1. Annual Meetings. All regular annual meetings of the Members shall be held on a date and time determined by the Board and Directors shall be elected thereat.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association (the "**President**") or by the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the Members.

Section 3. Place of Meetings. Meetings of Members and the Board shall be held at the principal office of the Association or at such other suitable place within Hays County, Texas or an adjacent county that is convenient to the Members as may be designated by the Board from

time to time. On the request of any Member at least 12 hours before a meeting is scheduled to begin, the Board shall permit Members to participate in a meeting by telephonic, Internet-based, or other mechanism that permits Members to participate in the meeting remotely, where all Members (whether participating remotely or in person) can hear each other on a substantially equivalent basis.

Section 4. Notice of Meetings. Written or printed notice of annual and special meetings must state the place, day, and hour of any meeting of the Association and must be delivered, either personally or by mail, fax or other electronic media, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting. Such notice of the annual meeting of the Members must be given by or at the direction of the Secretary of the Association (the “**Secretary**”). Such notice of a special meeting must be given by whoever called the meeting and must contain a description of the topics or issues to be discussed.

Notice to a Member by e-mail or facsimile must be sent to the e-mail address or facsimile number provided to the Association in writing by that Member. If e-mailed, the notice of meeting shall be deemed to be delivered as of the date and time the e-mail was sent. If faxed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted.

Notice to a Member by mail shall be sent to the address of the Member provided another to the Association in writing. If mailed, the notice of meeting shall be deemed delivered as of the date it is deposited in the United States mail. One notice, addressed to multiple Members at the same address, shall suffice if more than one Member resides at or occupies any address.

For any given meeting, the Association may use any combination of the alternative methods for providing notice to the Members.

For the purpose of determining the Members who shall receive notice of a meeting, the Members of the Association shall be determined on the date the notice of meeting is first given.

In the case of a special meeting or when required by statute or these Bylaws, the purpose(s) for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Either before or after such meeting, any Member may, in writing, waive notice of any meeting of the Association. Attendance at a meeting by a Member, either in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place of the meeting, unless such Member specifically objects to lack of proper notice in writing before the time the meeting is called to order. Additionally, casting a vote by a Member on any issue to be voted upon at the meeting by any technological means authorized in these Bylaws shall be deemed a waiver by such Member of notice of the meeting. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless

objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the Members who are present at such meeting, in person or by proxy, may adjourn the meeting to a later time. At the reconvened meeting, if a quorum is present, either in person or by proxy, any business that might have been transacted at the meeting originally called may be transacted. All votes cast by Members prior to the originally called meeting by proxy or by any technological means authorized in these Bylaws on issues to be considered at the meeting shall be valid and may be counted at the reconvened meeting at which a quorum is present; provided that, a Member who cast a vote on an issue by proxy or by any technological means authorized in these Bylaws may change that Member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting at which a quorum is present. A Member may change his/her/its vote by attending the reconvened meeting in person, submitting a proxy at the reconvened meeting that either directs or authorizes the proxy holder to vote in a different manner, or changing the Member's vote by any technological means for voting authorized in these Bylaws. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Section 7. Proxies. At all meetings of Members, each Member may vote in person (which includes remote participation as described in Section 3) or by proxy. Any reference in these Bylaws to "**Members Present**" means "Members present in person or by proxy."

All proxies shall be in writing and filed with the Secretary: (i) before the appointed time of each meeting; or (ii) by any earlier date or time specified in the notice of meeting. Proxies submitted by facsimile or any other method provided for by these Bylaws shall be valid.

Proxies not delivered prior to the start of any meeting or by any earlier date or time specified in the notice of meeting shall not be valid. Every proxy shall be revocable and shall automatically cease upon: (i) conveyance by the Member of the Member's interest in the property; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or (iv) expiration of eleven months from the date of the proxy. If a Member executes more than one proxy, only the proxy with the most current date shall be valid.

Section 8. Voting. At all meetings of Members at which a quorum is present, all questions (except those the manner of which is otherwise expressly governed by statute, the Association's Articles of Incorporation, the Declaration or the Bylaws) shall be decided by the majority of the votes that the Members Present and entitled and eligible to vote are entitled to cast (that number of votes are hereinafter called a "**Majority of the Members Present**"). All voting of Members present in person shall be via voice, except voting shall be by ballot upon the determination of the presiding officer of any meeting or upon the demand of a majority of Members Present. Each ballot shall be signed by the Member voting or by his/her/its proxy. If

any person is participating in a meeting remotely, he or she may cast a ballot using any reasonable electronic means. At the option of the Board, any vote may be taken by mail ballot, or by any combination of mail, email, Web-based or other electronic mechanism, proxy or in person. Mail, email, and other remotely cast ballots may be counted toward a quorum of Members Present (as if in attendance at a meeting).

Section 9. Alternative Means of Voting. To the extent permitted by law, a Member may vote on any question to be voted upon by the Members via absentee ballot, which is delivered to the Association by mail, facsimile or electronic communication over the internet or the Association network. To be valid, any vote cast by a Member by mail, fax or electronic communication must be received by the Association by no later than when the votes being cast in person at the meeting are being received.

The mechanism for voting by email, Web-based, or other electronic communication must provide a sufficient method of identifying the Member and verifying the Member's vote. Any requirement for a signature on any such absentee ballot, which is imposed by the Articles of Incorporation, the Declaration, the Bylaws, any regulation or resolution imposed by the Board, or any applicable law, shall be satisfied by a digital signature.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

Section 11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Owners representing a majority of the total eligible votes in the Association shall constitute a quorum at all meetings of the Association.

The Members Present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment. However, in the event a sufficient number of Members leave less than a quorum at such meeting, business may continue to be conducted provided that: (i) at least five percent (10%) of the total eligible votes of the Association remains present in person and/or by proxy; and (ii) any action taken shall be approved by at least a majority of the total eligible votes of the Association remaining present in person and/or by proxy.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association. The Secretary shall keep or cause to be kept the minutes of all meetings and record in a minute book all resolutions adopted at all meetings and all transactions occurring at all meetings.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Association or any action that may be taken at a meeting of the Association, may be taken without a meeting if written consent setting forth the action so taken is signed by Members holding the number of votes necessary to pass a proposition concerning the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

Section 14. Actions. When a quorum is present at a meeting, the vote of a majority of Members Present, shall decide any question brought before the meeting, except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

ARTICLE IV. BOARD OF DIRECTORS

A. **Composition and Selection of the Board**

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors consisting of at least three but no more than five directors. Each director shall be entitled to one vote.

If an entity is an Owner, the entity may submit a written resolution of the entity to the Secretary, designating one representative, who shall be eligible to serve as a director. Only one representative of any such entity may serve on the Board at any given time.

Section 2. Election of Directors. Election to the Board shall be by secret written ballot. Voting for directors shall take place at the annual meeting of the Members and/or by votes delivered to the Secretary by mail, electronic communication, or facsimile before the appointed time of the annual meeting or by any earlier date or time specified in the notice of meeting. At least 30 days prior to the annual meeting, a majority of the Board shall determine the method of voting and include said method in the notice of meeting for the annual meeting. At such election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Term of Office. Each director shall be elected for a term of three years.

Section 4. Nomination. Nominations for directors may be made before the meeting in writing to the Association.

Section 5. Vacancy and Removal. Any vacancy created during the term of a Board member may be filled by the remaining directors. In the event of the death, disability, other disqualification or resignation of a director, a vacancy may be declared by the Board and the remaining directors may appoint a successor.

Any director who has three consecutive unexcused absences from Board meetings may be removed by a majority of the directors present at any Board meeting at which a quorum is present, and a successor may be appointed by the Board to fill the director's vacancy for the remainder of the term.

Any director may be removed, with or without cause, by the vote of a majority of the votes of all of the Members. Any director whose removal is sought shall be given notice prior to

any meeting called for that purpose. Upon removal of a director by Members, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Section 6. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

B. Meetings of the Board

Section 1. Organization Meetings. Each year, the Board shall hold a meeting at such time and place as shall be fixed by the Board, so long as the meeting is held within sixty (60) days after each annual meeting of the Members.

Section 2. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one such meeting shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to the directors not less than four days prior to the meeting; provided however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. On the request of any director at least 3 hours before a meeting is scheduled to begin, the Board shall permit directors to participate in a meeting by telephonic, Internet-based, or other mechanism that permits directors to participate in the meeting remotely, where all directors (whether participating remotely or in person) can hear each other on a substantially equivalent basis.

Section 3. Special Meetings. Special meetings of the Board shall be held when called by written notice at the request of the President or by written resolution of a majority of the Board. The notice shall specify the time and place of the meeting and shall be given to each director by one of the following methods: (i) personal delivery; (ii) first class mail, postage pre-paid; or (iii) telephone communication, facsimile or electronic communication, either directly to the director or to a person at the director's office or home who could reasonably be expected to communicate such notice promptly to the director. All such notices shall be given at the director's telephone number or sent to the director's mailing address or e-mail address as shown on the Association's records. Notice sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile or electronic communication shall be delivered at least seventy-two hours before the time set for the meeting.

Section 4. Waiver of Notice. The transaction of any meeting of the Board, however called and noticed or wherever held, shall be valid as though taken at a meeting duly held after regular call and notice if: (i) a quorum is present; and (ii) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting in writing before or at its commencement about the lack of adequate notice.

Section 5. Quorum. At all meetings of the Board, a majority of the directors present (whether in person or remotely, as described above in Section 2) shall constitute a quorum for the transaction of business. The votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board.

If any meeting cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a later time. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Conduct of Meetings. The President shall preside over all meetings of the Board. The Secretary shall keep or cause to be kept a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Section 7. Open Meetings. Subject to the provisions of Sections B(8) & (9) of this Article, all meetings of the Board may be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on the Member's behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss or vote on matters of a sensitive nature, including but not limited to pending or threatened litigation and personnel matters.

Section 8. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote.

Section 9. Executive Session. The Board may close a portion of its meeting for the purpose of discussing items that require confidentiality, matters involving the personal accounts of Owners, matters currently in litigation and other matters that the Board, in its sole discretion, considers to be of a sensitive nature.

C. Powers and Duties of the Board

Section 1. Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers necessary for the administration of the Association's affairs, including but not limited to the following:

- a. Imposing reasonable fines, which shall constitute a lien on the Unit owned by the violating Owner after notice and an opportunity to be heard, if same is required by law;
- b. Adopting and publishing rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and establishing reasonable penalties for the infraction thereof;

- c. Making, adopting and amending rules and regulations that will, in the Board's sole discretion: (i) promote the welfare, health and/or safety of the Members and/or the Association; (ii) promote the maintenance of the Common Area; and/or (iii) clarify a provision set forth in these Bylaws, the Declaration or the Articles of Incorporation;
- d. Promulgating, implementing and collecting fines for violations of any corporate document of the Association;
- e. Suspending a Member's voting rights and rights to use the Common Area during any period in which such Member is in default in the payment of any Assessment levied by the Association or in violation of any other duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted by the Association, after notice and an opportunity to be heard (if notice and an opportunity to be heard is required by law); provided, however, such rights may not be suspended for a period to exceed sixty days for infraction of published rules and regulations and the Member's ingress and egress to or from a Unit shall not be limited;
- f. Exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- g. Making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for Special Assessments;
- h. Collecting assessments, depositing the proceeds thereof in a bank depository that the Board has approved, and using the proceeds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- i. Opening bank accounts on the Association's behalf and designating the signatories required;
- j. Borrowing money for the purpose of maintenance, repair or restoration of the Common Area or for any other proper purpose without the approval of the Members;
- k. Enforcing any provision of the Declaration, these Bylaws, or the Association's rules and regulations by: (i) self-help (including but not limited to towing vehicles that are in violation of parking rules and regulations and performing exterior maintenance); or (ii) bringing a lawsuit at law or in equity to enjoin any violation or to recover monetary damages or both.

Section 2. Duties. In addition to the duties imposed by these Bylaws, Texas law or by any resolution of the Association that may hereafter be adopted, the Board shall have the duty to:

- a. Levy and collect Assessments as provided in the Declaration;

- b. Prepare and adopt annual budgets;
- c. Provide for the operation, care, upkeep and maintenance of all Common Area, including but not limited to entering into a contract to provide for such operation, care, upkeep and maintenance;
- d. Make or contract for the making of repairs, additions or improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- e. Designate, hire, and dismiss the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Area and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- f. Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe such manager's, independent contractor's, and/or other employee's duties including but not limited to check writing duties;
- g. Obtain and carry insurance against casualties and liabilities with policy limits, coverage and deductibles as deemed reasonable by the Board and pay the premium costs thereof;
- h. Pay the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- i. Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- j. Maintain a membership register reflecting, in alphabetical order, the names, property addresses and mailing addresses of all Members;
- k. Upon request for any proper purpose, make available to any prospective purchaser, Owner, first mortgagee, or holder, insurer or guarantors of a first mortgage during normal business hours by advance appointment, copies of the Association Records for a reasonable charge;
- l. Permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the property; and
- m. Cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate.

Section 3. Management. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

Section 4. Accounts and Reports. The following management standards of performance will be followed unless the Board, by resolution, specifically determines otherwise:

- a. Accrual or cash accounting, as defined by generally accepted accounting principles, shall be employed.
- b. Accounting and controls should conform to generally accepted accounting principles.
- c. Cash accounts of the Association shall not be commingled with any other accounts.
- d. No remuneration without full disclosure and prior agreement of the Board, or as contained in a written management contract, shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise. Anything of value received shall benefit the Association.
- e. Any financial or other interest that any director, or the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.
- f. Monthly or quarterly, at the direction of the Board, financial reports shall be prepared for the Association containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual or cash basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and
 - (v) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments that remain delinquent.
- g. An annual report consisting of at least the following shall be made available at the annual meeting of Members to all Members within 120 days after the close of the

fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

ARTICLE V. OFFICERS

Section 1. Enumeration of Officers. The officers of the Association shall be a president, vice-president, secretary and treasurer. The Board may appoint other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same director.

Section 2. Election of Officers and Term of Office. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members. Each officer shall hold office for three years unless he/she resigns sooner, is removed or is otherwise disqualified to serve.

Section 3. Removal and Resignation. Any officer may be removed from office with or without cause by a majority vote of the Board whenever in its judgment the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to 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 4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5. Powers and Duties. The powers and duties of the officers are as follows:

President: The President shall be the chief executive officer of the Association, and shall: (i) preside at all meetings of the Board, annual meetings and special meetings that he/she calls; (ii) see that all orders and resolutions of the Board are carried out; and (iii) sign all leases, mortgages, deeds and other written instruments.

Vice-President: The vice-president shall act in the place and stead of the President in the event of his/her absence and/or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary: The Secretary shall: (i) record or cause to be recorded the votes and keep or cause to be kept the minutes of all meetings and proceedings of the Board and of the Members; (ii) keep or cause to be kept the corporate seal of the Association and affix it on all papers requiring the seal; (iii) serve or cause to be served notice of meetings of the Board and of the Members as described in more detail above; (iv) keep or cause to be kept appropriate, current

records showing the Members, their addresses and any other contact information; and (v) perform or cause to be performed such other duties as required by the Board.

Treasurer: The treasurer shall: (i) have the primary responsibility for the preparation of the budget; (ii) disburse such funds as directed by resolution of the Board; and (iii) keep proper books of account. The treasurer may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by any officer of the Association. All checks of the Association shall be executed by either an officer or the Association's manager; provided, however, if the Association's manager wishes to execute a check in an amount over \$1,000.00, the Association's manager must have written approval from the Board to do so, which written approval may be given by email.

ARTICLE VI. COMMITTEES

The Board is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present in person or by proxy at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees of the Association shall be vested with advisory powers only and are not authorized to act on behalf of the Association. Any committee member may be removed by the Board.

ARTICLE VII. ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay the Association Assessments, which are more particularly set out in the Declaration and secured by a continuing lien upon the Unit against which the Assessment is made. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of his/her/its Unit.

ARTICLE VIII. AMENDMENT

These Bylaws may be amended by the affirmative vote or written consent, or any combination thereof, of a majority of the Members Present. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

ARTICLE IX. MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be January 1st to December 31st of each year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) govern the conduct of the Association's proceedings except when they are inconsistent with Texas law, these Bylaws, or the Articles of Incorporation.

Section 3. Conflicts. If there are conflicts between any provision of Texas law, the Declaration, the Articles of Incorporation, and these Bylaws, then the provision(s) of Texas law, the Declaration, the Articles of Incorporation, and these Bylaws (in that order) shall prevail.

Section 4. Owner Conflicts. An Owner may not participate in any Association meeting or activity if the Owner is involved in litigation with the Association as to a conflict of interpretation of the Declaration, the Articles of Incorporation, rules and regulations promulgated by the Association, or these Bylaws and/or as to the amount of delinquent assessments.

Section 5. Business Judgment Rule. Any act or thing done by any director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the procedures set forth in the Articles of Incorporation, the Declaration, the laws of the State of Texas and/or these Bylaws, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done shall not be a breach of duty on the part of the director, officer, or committee Member if they have been done within the exercise of their discretion and judgment.

The Business Judgment Rule means that a court shall not substitute its judgment for that of the director, officer or committee member. A court shall not re-examine the quality of the decisions made by the director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith in what the director, officer or committee member believes to be the best interest of the Association.

Section 6. Books and Records.

a. Inspection by Members and Mortgagees. Upon written demand stating the purpose of the demand, the Declaration, Bylaws, and Articles of Incorporation (and any amendments and supplements to the foregoing), the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board and Committees (collectively, the "**Association Records**") shall be made available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Unit, Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a proper purpose during normal business hours at the office of the Association or at such other place within the property as the Board shall prescribe, by appointment. Nonetheless, information regarding delinquent Assessments shall not be made available for inspection and/or copying due to privacy concerns.

b. Rules for Inspection. The Board may establish reasonable rules with respect to:

- (i) notice to be given to the custodian of Association Records;
- (ii) privacy concerns that arise;
- (iii) hours and days of the week when such an inspection may be made by appointment for a proper purpose; and
- (iv) payment for the cost of copies of the Association Records.

c. Inspection by Directors. Each director shall have the absolute right at any reasonable time to inspect all of the Association Records and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant Association Records at the expense of the Association.

Section 7. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if sent by United States mail, first class, postage pre-paid:

- a. if to a Member at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or
- b. if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent (if any) or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

If Member does not reside in his/her Unit, then he/she shall notify the Association in writing of his/her address at which to send notices within seven (7) days of purchase of the Unit or within seven (7) days of moving from the Unit. A Member's failure to do so will result in all notices being sent to the address of the Unit, and the Member will be deemed to have received all notices that were mailed to the address of the Unit.

Section 8. Indemnity. To the fullest extent permitted by applicable law, Association shall and does hereby agree to indemnify, protect, hold harmless and defend its officers, directors, and committee members, hereinafter referred to as "**Indemnitees**" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "**Liabilities**"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity to the maximum extent permitted by applicable law (including but not limited to Chapter 8 of the Texas Business Organizations Code). **THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY**

INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.

The Indemnitees shall promptly advise the Association in writing of any action, administrative or legal proceeding or investigation as to which indemnification may apply, and Association, at Association's expense, shall assume on behalf of Indemnitees and conduct with due diligence and in good faith the defense thereof with competent trial counsel provided, however, that Indemnitees shall have the right, at their own option, to be represented therein by advisory counsel of their own selection and at their own expense.

In the event of the failure by Association to fully perform its obligations in accordance with this Section, Indemnitees, at their option, and without relieving Association of its obligations hereunder, may so perform, but all costs and expenses so incurred by Indemnitees in that event shall be reimbursed by the Association to Indemnitees, together with interest, on the same from the date any such expense was paid by Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the State of Texas (or if no maximum rate is applicable, at the rate of 18% per annum). The indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

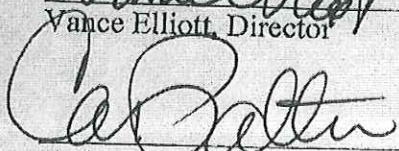
Section 9. Dissolution/Winding Up Termination. The Association may be wound-up/dissolved pursuant to the Texas Business Organizations Code, or any successor statute. If the Association is wound-up or dissolved, the assets shall be dedicated to a public body or conveyed to a non-profit corporation with purposes similar to those of the Association.

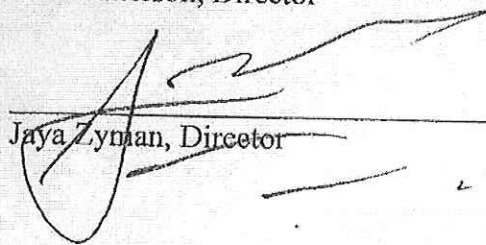
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Board has executed these Bylaws effective the 11 day of July, 2016.

BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC.,
a Texas nonprofit corporation


Vance Elliott, Director


Cari Patterson, Director


Jaya Zymman, Director

Instrument # 16023534 Number of Pages: 18
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