



a. Document:

- (1) Articles of Incorporation and Bylaws for Duck Haven Homeowners Association, Inc.
- (2) First Amendment to the Bylaws of Duck Haven Homeowners Association, Inc.
- (3) Second Amendment to the Bylaws of Duck Haven Homeowners Association, Inc.
- (4) Guidelines and Restrictions Duck Haven Homeowners Association, Inc.
- (5) Duck Haven Homeowners Association, Inc. Access, Production and Copying Policy.
- (6) Duck Haven Homeowners Association, Inc. Board Meeting Policy.
- (7) Duck Haven Homeowners Association, Inc. Collection Policy and Payment Plan Guidelines.
- (8) Duck Haven Homeowners Association, Inc. Display of Decorations and Religious Items Policy.
- (9) Duck Haven Homeowners Association, Inc. Document Retention Policy.
- (10) Duck Haven Homeowners Association, Inc. Deed Restriction Enforcement and Fine Policy.
- (11) Duck Haven Homeowners Association, Inc. Flag Display Policy.
- (12) Duck Haven Homeowners Association, Inc. Rain Barrel Policy.
- (13) Duck Haven Homeowners Association, Inc. Vegetation Conservation Policy.
- (14) Duck Haven Homeowners Association, Inc. Solar Energy Devices and Roofing Materials Policy.

b. Recording Information:

- (1) Brazos County Clerk's File No. 2012-1135503.
- (2) Volume 11780, Page 62, *et seq.* of the Official Public Records of Real Property of Brazos County, Texas.
- (3) Brazos County Clerk's File No. 2014-1217500.
- (4) Brazos County Clerk's File No. 2012-1135504.
- (5) Brazos County Clerk's File No. 2012-1136185.
- (6) Brazos County Clerk's File No. 2012-1136186.
- (7) Brazos County Clerk's File No. 2012-1136192.
- (8) Brazos County Clerk's File No. 2012-1136190.
- (9) Brazos County Clerk's File No. 2012-1136187.
- (10) Brazos County Clerk's File No. 2012-1136191.
- (11) Brazos County Clerk's File No. 2012-1136189.
- (12) Brazos County Clerk's File No. 2012-1136188.

- (13) Brazos County Clerk's File No. 2012-1136203.
- (14) Volume 11780, Page 58, *et seq.* of the Official Public Records of Real Property of Brazos County, Texas.

4. Dedictory Instruments: In addition to the Dedictory Instruments identified in Paragraph 3 above, the following document is a Dedictory Instrument governing the Association:

- a. Amended and Restated Bylaws of Duck Haven Homeowners Association, Inc.

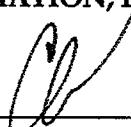
A true and correct copy of such Dedictory Instrument is attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Brazos County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copy of the Dedictory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 11<sup>th</sup> day of January, 2018.

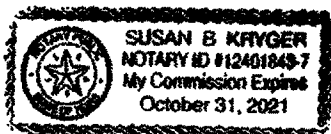
**DUCK HAVEN HOMEOWNERS  
ASSOCIATION, INC.**


By:

  
\_\_\_\_\_  
Cliff Davis, Authorized Representative

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 11<sup>th</sup> day of January, 2018 personally appeared Cliff Davis, Authorized Representative of Duck Haven Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

**AMENDED AND RESTATED BYLAWS  
OF  
DUCK HAVEN HOMEOWNERS ASSOCIATION, INC.**

**Article I**

**Name, Membership, Definitions, Applicability and Membership**

Section 1. **Name.** The name of the Association is Duck Haven Homeowners Association, Inc. (hereinafter referred to as the "Association").

Section 2. **Declaration.** "Declaration" as used herein shall mean an refer to both the Declaration of Covenants, Conditions and Restrictions of Duck Haven Estates filed at Volume 5883, Page 224 in the Official Public Records of Real Property of Brazos County, Texas and any amendments or supplements thereto as may be as may be filed from time to time.

Section 3. **Development Period.** The period commencing on the date of the recording of the Declaration in the Official Public Records of Real Property of Brazos County, Texas and continuing thereafter until and ending on the earlier to occur of: (i) substantial completion of all development (including without limitation the completion and sale of all Lots to third parties) within the Property; (ii) the twenty-fifth (25<sup>th</sup>) anniversary of the date of recordation of the Declaration in the Official Public Records of Real Property of Brazos County, Texas; or (iii) the date determined by Duck Haven, Ltd. ("DH") to be the end of the Development Period.

Section 4. **Developer.** "Developer" as used in these Bylaws will mean DH (as defined in the Declaration).

Section 5. **Membership.** The Association shall have two (2) classes of membership, Class A and Class B, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 6. **Definitions/Gender.** All capitalized terms used in these Bylaws will have the same meanings as those set forth in the Declaration unless otherwise provided. Pronouns, wherever used in these Bylaws, will include all persons regardless of gender.

Section 7. **Applicability.** These Bylaws are applicable to Duck Haven Homeowners Association, Inc. All present or future Owners, their employees, guests, tenants, residents or other persons that use the Association's facilities or its Common Areas in any manner are subject to the regulations set forth in these Bylaws.

Section 8. **Membership.** Each and every Owner of each and every Lot under the jurisdiction of the Association is a Member of the Association.

**Article II**

**Association: Meetings, Quorum, Voting, Proxies**

Section 1. **Place of Meetings.** Meetings of the Association will be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors either in the community or as convenient to the Members as possible and practical.

**Section 2. Annual Meetings.** The annual meeting of the Association will be held each year on a date, at a time, and at a place designated by the Board of Directors. No business will be transacted at the annual meeting except as stated in the notice.

**Section 3. Special Meetings.** Special meetings of the Members may be called at any time by the President. In addition, it will be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least fifty-one percent (51%) of the total votes of the Association. When a special meeting is requested by at least fifty-one percent (51%) of the Members, the request will include the proposed purpose of the special meeting. When a special meeting of the members is called by the president, the Board or at least fifty-one percent (51%) of the members, the Board will set the date, time and place of the special meeting. When a special meeting is requested by at least fifty-one percent (51%) of the Members, the Board will cause the notice of the special meeting to be given within thirty (30) business days of receipt of the request. The notice of any special meeting will state the date, time, and place of such meeting and the purpose thereof. No business will be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings.** It will be the duty of the Secretary or the Association's management agent if so directed by the Board of Directors, to send to the Owner of each Lot written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice will be delivered by regular mail, however, the Association may, if agreed upon by both the Board of Directors and the Member, provide notice in any method authorized by statute. All meeting notices will be sent to the Member's address last appearing on the books of the Association. If a Member desires that notice be given at an address other than the Lot or wants to change the Member's meeting notice address, the Member must provide the alternative address for the purpose of receiving notice in writing to the Secretary or to such other party as designated by the Board of Directors. For an election or vote to be taken at a meeting of the Members, notice will be served not less than ten (10) nor more than sixty (60) days before the meeting. If mailed, the notice of a meeting will be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If faxed, the notice will be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice will be deemed to be delivered as provided by applicable statute. The Association is not required to provide notice to an Owner other than by mail. The Board may designate the managing agent as the party responsible for sending meeting notices.

**Section 5. Waiver of Notice.** Waiver of notice of meeting of the Members will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

**Section 6. Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of at least twenty-five percent (25%) of the total votes of the Members as of the time of the meeting will constitute a quorum at all meetings of the Association. Once quorum is established at a meeting, all properly noticed business may be conducted even if the number of Members present in person or by proxy falls below quorum during the meeting.

**Section 7. 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 may adjourn the meeting and reconvene at a time not more than sixty (60) days from the time the original meeting was called. The reconvened meeting may take place on the same date as the originally called meeting. If the date, time and place for reconvening the meeting is fixed by the presiding officer at the time of adjournment, further notice of the time and place for reconvening the meeting is not required to be given to the Members. If the date, time and place for reconvening the meeting is not fixed by the presiding officer at the time of adjournment, notice of the date, time and place for reconvening the meeting will be given to Members in the manner prescribed herein for a first called meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice provided that (a) at least twelve percent (12%) of the total votes of the Members as of the date of the meeting is present in person and/or by proxy; and, (ii) with the exception of the election of Directors (See Article III, Section 4), any action taken will be approved by at least a majority of all of the Members present, in person and/or by proxy, at such reconvened meeting, unless otherwise provided in these Bylaws or in the Declaration.

**Section 8. Meeting Agenda.** The Board will set the agenda for all meetings of the Members.

**Section 9. Voting.** The voting rights of the Members will be as set forth in the Declaration; provided that, all Members will have the right to vote in the election of Directors. Members may vote in person or by proxy or, upon approval by the Board of Directors, by any other method allowed by statute. Each Member is entitled to one vote for each Lot owned by the Member. The vote of one Owner of a Lot will constitute the vote cast for all Owners of the Lot. In no event will more than one vote be cast with regard to one Lot.

**Section 10. Required Vote.** With the exception of the election of Directors (See Article III, Section 4), the vote of the majority of the votes entitled to be cast by the Members present, in person or by proxy, at a meeting at which a quorum is present will be the act of the meeting of Members, unless the vote of a greater number is required by statute or by these Bylaws of the Declaration.

**Section 11. Absentee Ballots.** Notwithstanding any other language in these Bylaws, a majority of the Board of Directors may, but is not required to, authorize the use and implementation of an absentee ballot on any election or other Association wide vote it deems appropriate. When absentee ballots are authorized by the Board, said ballots will be prepared and mailed to the Members not later than ten (10) days or earlier than sixty (60) days prior to the date of the meeting, the date set for the tabulation of the ballots will be stated on the ballot. Completed ballots will be returned to the Association in accordance with the instructions contained on the ballot.

**Section 12. Tabulation of Ballots.** All ballots for an Association election or vote will be tabulated in accordance with Section 209.00594 of the Texas Property Code (or its successor statute). The Board may designate the Association's managing agent to oversee the tabulation of ballots.

**Section 13. Proxies.** All proxies will be in writing and filed with the Secretary at or before the any meeting at which proxies will be utilized. Every proxy will be revocable and will automatically cease upon (i) conveyance by the Member of the Member's interest in a Lot; (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 (11) months from the date of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date will be valid. The Board may announce at any meeting at which proxies are to be utilized a deadline for accepting proxies. Proxies not delivered prior to the announced deadline, if any, will not be valid. Only the proxy approved and distributed by the Board of Directors will be valid at any meeting of

the Members. The Board may also allow proxies to be filed with or delivered to the Association's managing agent.

**Section 14. Conduct of Meetings.** The President will preside over all meetings of the Association and the Secretary, or another person designated by the Board, will keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The Board, with the approval of the President, may designate the Association's managing agent to preside at meetings and/or keep meeting minutes. If the President is unable or unwilling to preside at a meeting, the Board may designate another member of the Board or the Association's managing agent to preside at a meeting.

**Section 15. Action Without a Meeting.** To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this section will have the same force and effect as a unanimous vote of the Members.

**Section 16. Meeting Rules and Regulations.** The Board may make such rules and regulations regarding how meetings of the Members will be conducted consistent with the terms of the Declaration and these Bylaws as it deems advisable.

### **Article III**

#### **Board of Directors: Number, Powers, Meetings**

**Section 1. Governing Body: Composition.** The affairs of the Association will be governed by a Board of Directors. Prior to the end of the Development Period, a Director(s): (a) appointed by the Developer need not be a Member of the Association; (b) elected by the Members must be a Member of the Association. After the end of the Development Period, (a) Directors must be Members of the Association, and (b) not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. A person is not eligible to serve on the Board of Directors if the person has been convicted of a felony or crime involving moral turpitude within the previous twenty (20) years and there is written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority.

**Section 2. Number and Term of Directors.** The Board of Directors will be comprised of three (3) persons, unless the number of positions on the Board is increased by amendment to these Bylaws. Prior to the end of the Development Period, Directors will be appointed and removed by the Developer ("Developer Directors"). Provided, however, that one-third (1/3rd) of the Directors must be elected by Members other than the Developer. Each Director elected by the Members other than Developer during the Development Period will serve until a successor is elected at the next annual meeting of the Members or until the entire Board is to be elected by the Members other than the Developer, whichever term is shorter. At the end of the Development Period, an election will be held for all three positions on the Board of Directors. At such election, one (1) Director will be elected to serve until the next annual meeting and two (2) Directors will be elected to serve until the annual meeting held in the second year after their election. The two persons receiving the higher number of votes will serve the two year terms. Thereafter, each Director term will be two (2) years.

**Section 3. Candidates for Election to the Board.** With respect to any position on the Board of Directors to be filled by a vote of the Members, all Members have the right to run for such position on the Board of Directors. Each year, prior to the date of the annual meeting of the Members and in the time prescribed by law, the Association will send notice to all Members of the number of positions on the Board to be filled by election by the Members at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice will specify a date by which a Member must submit his/her name as a candidate for election to the Board together with biographical information. The date for a Member to submit his/her name as a candidate may not be earlier than the tenth (10<sup>th</sup>) day after the date the Association sends the notice. The notice may be mailed to each Member or provided by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members in a place located on the Association's Common Area, or (b) on an Internet website maintained by the Association, and by sending notice by e-mail to each Member who has registered an e-mail address with the Association. The Association must be notified by the Member who desires to run for a position on the Board, not by another Member, to confirm the Member's desire to run for election and to serve on the Board. All Members who notify the Association by the stipulated deadline will be candidates whose names will appear on any ballot and directed proxy (if applicable) that is provided to the Members. The candidates' biographical information (if provided by the candidate) may, at the discretion of the Board, be provided to the Members with the notice of annual meeting sent to all Members if approved by the Board of Directors. If candidate biographical information is sent with the annual meeting notice, the Association will send all biographical information provided by all candidates. The Association is not required to allow nominations from the floor for Board positions at a Meeting of the Members. Nominations from the floor at a meeting of the Members will be allowed at the discretion of the Board. In the event that the Board allows nominations from the floor at a meeting of the Members, the meeting notice will state that nominations from the floor will be accepted.

**Section 4. Voting Procedure for Directors.** The election of the Board of Directors will be conducted at the annual meeting of the Association. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws and the Declaration. Voting for Directors will be by written and signed ballots; provided that, in the event of an uncontested race, written and signed ballots will not be required. Cumulative voting is not permitted. The candidate(s) receiving the most votes will be elected to the open position(s). The winning candidate(s) will take office at the conclusion of the Member meeting at which the Director(s) is elected or when the election results are announced. Tie votes between two persons will be decided by coin toss. In the event of a tie vote between three or more persons, the vote will be decided by placing the names of the persons in a container and drawing a name(s). The name(s) drawn first will be declared the winner. The resolution of all tie votes will be overseen by the Association's Secretary or by such other person(s) designated by the Board. The Board may designate the Association's managing agent to oversee the resolution of tie votes.

**Section 5. Nominating Committee.** The Board of Directors is not required to establish a Nominating Committee. Nomination for election to the Board of Directors may be made by a Nominating Committee if appointed by the Board of Directors. If appointed by the Board of Directors, the Nominating Committee will: (a) consist of a Chairman, who will be a member of the Board of Directors, and one or more members of the Association (which Committee members may also be Board members); (b) be appointed by the Board of Directors prior to each annual meeting of the members and will serve until the close of the annual meeting; and (c) will make as many nominations for election to the Board of Directors as it shall in its discretion determine.



**Section 6. Resignation from the Board.** A member of the Board of Directors may resign from the Board of Directors at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. If a Director orally resigns from the Board of Directors and then refuses to give written notice of resignation after being requested to do so in writing (including e-mail), the Board may note the resignation in the minutes of the next Board meeting at which time the oral resignation will be deemed to be effective.

**Section 7. Vacancies on the Board.** A vacancy on the Board of Directors arising because of death, resignation, removal or otherwise may be filled by a majority of the remaining Directors though less than a quorum or, when applicable, by a sole remaining Director. Any Director so appointed will hold office for the unexpired term of his or her predecessor. In the event of an appointment under this provision for a Director position that is to be elected by the Members, the Board will only appoint a Member to fill a vacant Board position. During the Development Period, an appointee to fill a vacant Developer Director position does not have to be a Member of the Association. If by reason of death, resignation, or otherwise, the Association has no Directors in office, any Member of the Association may call a special meeting of Members for the purpose of electing a Board of Directors.

**Section 8. Removal of Directors.** Any Director elected by the Members may be removed from the Board, with or without cause, by the affirmative vote of a majority of the total number of votes of the Members in the Association at a special meeting called for that purpose or at an annual meeting for which the removal of a Director(s) is on the meeting agenda. In the event of the removal of a Director under this provision, a successor for the removed Director will be appointed by a majority of the remaining Directors or, if applicable, by the sole remaining Director. A Director whose removal is proposed will be given the opportunity to be heard at the removal meeting. If the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board and will, therefore, be immediately removed. Any Director elected by the Members may be removed by a vote of a majority of the remaining Directors as the result of the Director's failure, without just cause, to attend three (3) consecutive, regularly scheduled meetings of the Board of Directors. "Just cause" means any event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director's family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director's livelihood and/or employment. Notwithstanding any other language in these Bylaws: (a) as stated in this section, the removal of a Director by a vote of the Members requires a majority of the total number of votes in the Association (and not a majority of a quorum of Members voting in person, by proxy, or any other means allowed by statute); and (b) any provision regarding a reduction in the quorum requirement is not applicable to a meeting to remove a Director.

**Section 9. Recount of Votes.** Any Member may request a recount of the votes of an election. A request for a recount must be submitted not later than the 15<sup>th</sup> day after the date of the meeting of the Members at which an election or vote was held or the date of the announcement of the results of the election or vote if no meeting was held. For purposes of this section, the term "submitted" will mean the date on which the recount request is deposited in the mail or delivered in person in accordance with the requirements of this section. A demand for a recount must be submitted in writing either:

- a. by verified mail to the Association's mailing address as reflected on the last recorded management certificate; or
- b. in person to the Association's managing agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots were mailed.

The Association must estimate the costs for performing a recount by a person qualified to tabulate votes as set forth below and must send an invoice for the estimated costs to the Member requesting a recount to the Member's last known address according to the Association records not later than the 20<sup>th</sup> day after the date on which the Association received notice of the request for a recount. The Member demanding a recount must pay such invoice in full on or before the 30<sup>th</sup> day after the date the invoice is sent to the Member. If the Member does not timely pay the invoice, the demand for recount is considered withdrawn and a recount is not required. If the actual costs are different than the estimate, the Association will send a final invoice to the Member on or before the 30<sup>th</sup> business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The Association will issue a refund to the Member not later than the 30<sup>th</sup> business day after the date the invoice is sent to the Member.

Only after payment is received, the Association shall, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association will enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of Directors of the Association within the third degree by blood or marriage and is a:

- a. current or former county judge;
- b. current or former county elections administrator;
- c. current or former justice of the peace;
- d. current or former county voter registrar; or
- e. person agreed on by the Association and each Member requesting the recount.

A recount must be performed on or before the 30<sup>th</sup> day after the date of receipt of the payment for the recount. The Association will provide each Member who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the Association will reimburse the Member for the cost of the recount not later than the 30<sup>th</sup> day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by the recount.

**Section 10. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time, date, and place as will be determined from time to time by a majority of the Directors. The frequency of regular meetings will be as deemed necessary and appropriate by the Board of Directors or as otherwise required by the applicable governing documents. Notice of each regular meeting will be given to all Members as required by law. The Board of Directors may participate in and hold a regular or special meeting by means of:

- a. conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or

- b. another suitable electronic communications system, including video conferencing technology or the Internet, only if:
- i. each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and
  - ii. the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant;
  - iii. all Directors may hear and be heard by every other Director;
  - iv. except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Directors and Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and
  - v. the notice of the meeting includes instructions for Members to access any communication method required to be accessible under subsection iv above.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet will constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to the Members, if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. After the Development Period, any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. Provided further that, the Board may not take action without prior notice to the Members on any matter prohibited by law to be taken without prior notice to the Members, unless done in an open meeting for which prior notice was given to the Members.

**Section 11. Special Meetings of the Board of Directors.** Special meetings of the Board of Directors will be held when called by the President or by a majority of the Directors then in office. The notice will specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice will be given to each Director by anyone of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) if authorized by statute, by email. All such notices will be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail will be deposited into a United States mailbox, at least three (3) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile will be delivered or given at least three (3) days before the time set for the meeting. The provisions in Article III, Section 12, relating to notice to the Members will be applicable to a special meeting of the Board of Directors.

**Section 12. Notice of Board Meetings.** After the end of the Development Period, the Board of Directors will give Members notice of Board meetings (regular and special), including the date, hour, place, and general subject of the Board meeting, including a general description of any matter to be brought up for deliberation in closed executive session. A notice of meeting will be:

- a. mailed to all Members at least ten (10) days before the date of the meeting; or

- i. provided at least 72 hours before the meeting by:
- ii. being posted in a conspicuous location, either in a Common Area or on the Association's website; and
- iii. being emailed to all Members who have registered their email addresses with the Association.

It is a Member's duty to register and keep an updated email address with the Association.

**Section 13. Notice of Board Meetings, Board Actions and Open Board Meetings During the Development Period.** Notwithstanding any other language in these Bylaws, the Association is not, per Texas Property Code Section 209.0051(i), required to comply with any term or provision of Texas Property Code Section 209.0051 (including the terms and provisions of Texas Property Code Sec. 209.0051 that are incorporated into these Bylaws) during the Development Period unless a Board meeting is conducted for the purpose of:

- a. adopting or amending the governing documents, including declarations, bylaws, rules, and regulations of the association;
- b. increasing the amount of regular assessments of the association or adopting or increasing a special assessment;
- c. electing non-developer board members of the association or establishing a process by which those members are elected; or
- d. changing the voting rights of Members of the association.

**Section 14. Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, will be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum of the Board of Directors is present, and (b) 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 will also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

**Section 15. Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors then in office will constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue and business may be transacted notwithstanding the withdrawal of Directors during the meeting if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at the original meeting, further notice of the time and place for reconvening the meeting is not required to be given to the Directors. 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 will be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting

originally called may be transacted without further notice, provided that any action taken will be approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting. Open or vacant Board positions will not be counted when determining quorum for a meeting of the Board.

**Section 16. Compensation.** No Director will receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred on Association business. Directors may receive compensation from the Association when taking action at the request of the Association other than in the capacity of Director.

**Section 17. Conduct of Meetings.** The President will preside over all meetings of the Board of Directors and the Secretary, or such other Director and/or property manager as the Board may designate, will keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. In the President is unwilling or unable to preside at a Board meeting, then the Secretary or such other Board member as designated by a majority of the Board will preside at the Board meeting. The Board may, with the President's approval, designate the property manager to preside over the Board meeting.

**Section 18. Open Meetings.** After the end of the Development Period, all meetings of the Board of Directors will be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. If a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors will have the authority, after an initial warning, to cause that Member to be removed from the meeting.

**Section 19. Executive Session.** The Board of Directors may adjourn a regular or special meeting and reconvene in a closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters that are to remain confidential by request of the affected parties and agreement of the Board. After the end of the Development Period, following an executive session, any decision made in executive session will be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

**Section 20. Action Without a Formal Meeting.** The Board of Directors may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. The reasonable opportunity for a Board member to express an opinion and vote will be not less than twenty-four (24) hours or more than seventy-two (72) hours. The President will determine the time period for the Board members to express an opinion and vote in accordance with the time frame described above. If the Board president is unwilling or unable to determine such time period, a majority of the Directors then in office will determine the time period. After the Development Period, any action taken without notice to Members under this section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. After the Development Period, the Board may not, unless done in an open meeting for which prior notice was given to all Members in accordance with Section 12 of this Article, consider or vote on:

- a. fines;
- b. damage assessments;
- c. initiation of foreclosure actions;
- d. initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- e. increases in Assessments;
- f. levying of special assessments;
- g. appeals from a denial of architectural control approval;
- h. a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue;
- i. lending or borrowing money;
- j. the adoption or amendment of a dedicatory instrument;
- k. the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%);
- l. the sale or purchase of real property;
- m. the filling of a vacancy on the Board;
- n. the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or
- o. the election of an officer.

**Section 21. Powers.** The Board of Directors will be responsible for the affairs of the Association and will have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles of Incorporation of the Association or these Bylaws directed to be done and exercised exclusively by the Members.

The President, after obtaining the approval of at least a majority of Board of Directors, will have the authority to act on behalf of the Board of Directors on all matters relating to the duties of any managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors will have the power to do the following (by way of explanation, but not limitation):

- a. Prepare and adopt an annual budget.
- b. Provide for the operation, care, upkeep, and maintenance of all of the Common Area including establishing rules and regulations governing the use of the Common Area and establishing fines and/or penalties for the infraction thereof including, but not limited to, suspending a Member's right (or a tenant's right) to use the Common Area to the extent allowed by law.
- c. Designate, hire, and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.
- d. Collect the Assessments, depositing the proceeds thereof in a bank depository, which it will approve, and using the proceeds to administer the Association.

- e. **Make and amend rules, regulations and policies for the Association.**
- f. **Establish a fine schedule for any infraction the Association's Dedicatory Instruments as that term is defined in Section 202.001(1) of the Texas Property Code.**
- g. **Open bank accounts on behalf of the Association and designating the signatories required.**
- h. **Make or contract for the making of, repairs, additions, and 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.**
- i. **Enforce, by legal means, the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by the Association, and bringing any proceedings, which may be instituted on behalf of or against the Members concerning the Association.**
- j. **Suspend a Member's right to use Common Areas during any period in which such Member has filed to pay an assessment (or any portion thereof) or any other charge authorized by the Association's Dedicatory Instruments or state law.**
- k. **Obtain and carry insurance against casualties and liabilities, including directors' and officers' liability insurance, and paying the premium cost thereof.**
- l. **Pay the cost of all services rendered to the Association or its Members and not directly chargeable to Members.**
- m. **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. All books and records will be kept in accordance with generally accepted accounting practices, and will be available as required by Texas law.**
- n. **Provide, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not limitation, the status of the Association, the status of payment of assessments and related charges on a Lot and the status of compliance with the provisions of the Declaration, and charging a reasonable fee sufficient to cover the expense associated with providing such information.**
- o. **Charge a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Lot.**
- p. **Adopt policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.**
- q. **Enforce the rules, regulations and policies of the Association.**
- r. **Exercise any other power as authorized or allowed by the Association's Dedicatory Instruments or state law.**

**Section 22. Management Agent.**

The Board of Directors may, but is not required to, employ for the Association a professional management agent or agents, or manager, at a compensation rate established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize.

**Article IV**

**Officers**

**Section 1. Officers.** The officers of the Association will be the President, Vice President, Secretary and Treasurer. The Board of Directors may select, appoint and/or remove such other officers, as it shall deem appropriate, such officers to have the authority to perform the duties prescribed by these Bylaws and/or the duties prescribed from time to time by the Board of Directors.

**Section 2. Election Term of Office and Vacancies.** The officers of the Association will be elected annually from within and by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors.

**Section 3. Removal.** Any officer may be removed from an officer position (but not removed from the Board) by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. After the Development Period, the election of an officer must take place in the open session of a properly noticed Board meeting.

**Section 4. Powers and Duties.** The officers of the Association will each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The chief executive officer of the Association will be the President. The Treasurer will have primary responsibility for the preparation of the budget, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance committee or a management agent.

**Section 5. Resignation of an Officer.** Any officer may resign his or her office at any time by giving written notice (including e-mail) to the Board of Directors, the President, or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. If a Director orally resigns his or her office and then refuses to give written notice of resignation after being requested to do so in writing (including e-mail), the Board may note the resignation in the minutes of the next Board meeting without the need for a written notice.

**Section 6. Multiple Offices.** Any two or more offices may be held by the same person except the offices of President and Secretary.

**Section 7. Agreements, Contracts, Deeds, Leases, Etc.** All agreements, contracts, deeds, leases, and other instruments of the Association will be executed by at least one (1) officer designated by the Board or by such other person or persons as may be designated by resolution of the Board of Directors.



**Article V**  
**Committees**

The Board of Directors is authorized to form committees as it deems necessary. Committees are hereby authorized 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 at a meeting at which a quorum is present. Such committees will perform such duties and have such powers as may be provided in the resolution creating same. Each committee will be composed and will operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules or committee charter that may be adopted by the Board of Directors. The Board has the authority to appoint and remove committee members, at any time with or without cause, in its sole discretion.

**Article VI**  
**Miscellaneous**

Section 1. **Fiscal Year.** The fiscal year of the corporation will be determined by the Board of Directors.

Section 2. **Parliamentary Rules.** Simple parliamentary procedure will govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 3. **Conflicts.** If there are conflicts or inconsistencies among the provisions of Texas law, the Declaration, the Articles of Incorporation, these Bylaws, and/or any rules, regulations or policies of the Association, the provisions of Texas law, the Declaration, the Articles of Incorporation, these Bylaws, and the rules, regulations or policies of the Association (in that order) will prevail.

Section 4. **Books and Records.** Books and records of the Association will be retained by the Association in accordance with the Association's Records Retention Policy. Each Member or Member's designated representative will have a right to either inspect the requested books and records before obtaining copies or to have the Association forward copies of the requested books and records in accordance with the Association's recorded Open Records Policy. This provision will not require the Association to release or allow inspection of books and records that are not required by law to be released or inspected, as set forth in the Association's recorded Open Records Policy.

Section 5. **Audit.** An audit of the accounts of the Association will be performed by a qualified, independent certified public accountant as frequently as deemed necessary by the Board of Directors. Each audit will be in accordance with generally accepted auditing standards to obtain reasonable assurance that the Association's financial statements are free of material misstatements, to assess accounting principles used, and to evaluate the overall financial statement presentation.

Section 6. **Indemnification.** The Association must indemnify a director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a claim or proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

Section 7. **Amendment.** During the Development Period, these Bylaws may only be amended by a majority vote of the Board of Directors with the consent of the Developer. After the Development

Period, these Bylaws may be amended by a majority vote of the Board of Directors pursuant to Section 22.102 of the Texas Business Organizations Code or at any properly noticed regular or special meeting of the Members at which a quorum is present, subject to notice requirements provided by law or in these Bylaws

**CERTIFICATE OF SECRETARY**  
*of*  
**DUCK HAVEN HOMEOWNERS ASSOCIATION, INC.**  
*regarding*  
**AMENDED AND RESTATED BYLAWS OF**  
**DUCK HAVEN HOMEOWNERS ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

The undersigned, being the duly elected, qualified and acting Secretary of Duck Haven Homeowners Association, Inc., a Texas non-profit corporation ("Association"), does hereby certify that at a meeting of the Board of Directors of the Association ("Board") duly called and held on the 18<sup>th</sup> day of December, 2017, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the Bylaws of the Association were amended and restated as set forth by the foregoing "Amended and Restated Bylaws of Duck Haven Homeowners Association, Inc." ("Bylaws") and were approved by a unanimous vote of the Board of Directors.

TO CERTIFY WHICH WITNESS my hand on this 5<sup>th</sup> day of January 2018.

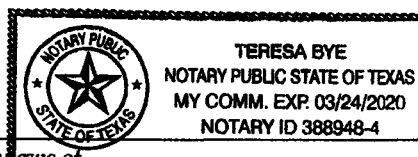
**DUCK HAVEN HOMEOWNERS  
ASSOCIATION, INC.**

By: Cindy Miller  
Cindy Miller Secretary

THE STATE OF TEXAS       §  
  §  
COUNTY OF Brazos       §

This instrument was acknowledged before me on the 5<sup>th</sup> day of January, 2018, by Cindy Miller, Secretary of Duck Haven Homeowners Association, Inc., for the consideration and in the capacities stated therein.

Teresa Bye  
Notary Public in and for the State of Texas



**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1318352  
Volume : 14447  
ERecordings - Real Property

Recorded On: January 11, 2018 09:52 AM

Number of Pages: 20

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**" Examined and Charged as Follows: "**

Total Recording: \$102.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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Dallas TX 75235



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX