



**AMENDED AND RESTATED BYLAWS
OF
SEVEN FALLS OWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

Section 1.01. The name of the corporation is SEVEN FALLS OWNERS ASSOCIATION (“SFOA”). The principal offices and facilities of SFOA shall be located in Gillespie County, Texas, and meetings shall be held in Gillespie County, Texas, personally, telephonically or virtually.

**ARTICLE II
DEFINITIONS**

Section 2.01. The terms used in these Bylaws shall be as defined herein, and in that certain Amended and Restated Dedication and Restrictions (“Restrictive Covenants”) applicable to the Properties therein described recorded or to be recorded in the Real Property Records of Gillespie County, Texas, as the same may be amended or supplemented from time to time as therein provided. The terms and provisions of the Restrictive Covenants are incorporated herein by this reference and made a part hereof for all purposes unless a different meaning or intent clearly appears from the context hereof.

**ARTICLE III
MEMBERSHIP**

Section 3.01. Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of SFOA, subject to the terms and provisions of the Restrictive Covenants, including without limitation the obligation to pay assessments, as therein provided. Membership shall be appurtenant to and not be separated from ownership of any Tract as defined in the SFOA Articles of Incorporation (“Articles”) and the Restrictive Covenants.

Section 3.02. SFOA shall have one class of voting membership. Each Owner shall have one (1) vote for all of the land owned by such Owner, e.g., if an Owner owns several Tracts, such Owner shall have only one (1) vote. All Owners of undivided interests in any Tract shall be considered as a “voter” being authorized in writing by a majority of such Owners. Meetings shall be as set forth in these Bylaws and the Restrictive Covenants.

Section 3.03. The rights of membership are subject to the payment of assessments levied by SFOA, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Tract against which such assessments are made as provided by the Restrictive Covenants.

Section 3.04. The membership rights of any Member whose interest in a Tract is subject to the assessments referred to herein, whether or not he/she be personally obligated to pay such

assessments, may be suspended by action of the Board during the period when such assessments remain unpaid, which suspension shall affect Member's guests and invitees, upon payment of such assessment, such rights and privileges shall be automatically restored. If, at any time, the Board shall have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of Members and every tenant of every Member, and each individual who resided with either of them or who is a guest of either of them, respectively, they may, in their discretion, for violation of such rules and regulations, suspend such rights, such suspension to continue for a period not to exceed sixty (60) days. Notwithstanding any provision herein contained to the contrary, the Board shall not deny the use of such of the Common Properties as is necessary for access to each Tract.

**ARTICLE IV
PROPERTY RIGHTS AND RIGHTS OF
ENJOYMENT OF THE COMMON PROPERTIES**

Section 4.01. Each Member and his/her guests and invitees shall be entitled to the use and enjoyment of the Roads and Common Areas and facilities (sometimes herein referred to collectively as the "Common Properties") in accordance with and subject to the terms and conditions set forth in the Restrictive Covenants and subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors ("Board") of SFOA.

**ARTICLE V
DIRECTORS**

Section 5.01. The management and control of the affairs, activities and property of SFOA shall be vested in the Board which may exercise all such powers of SFOA and do all such lawful acts and things as are not by statute, by the Articles, and by these Bylaws or by the Restrictive Covenants prohibited. The power and authority of the Board shall include, but shall not be limited to, the power and authority:

- (a) to establish, levy and assess, and collect the assessments referred to in Article III hereof;
- (b) to adopt and publish or cause to be published rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members, the tenants of the Members, the persons residing with either of them, and the guests of either of them, respectively;
- (c) to declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board;
- (d) to employ managers, independent contractors, or such other employees of SFOA as it may deem necessary, and to prescribe their duties;
- (e) to suspend the right to use of the Common Properties of a Member (including guests or invitees of such Member) during any period in which such Member shall be in

default in the payment of any assessment levied by SFOA. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

- (f) to exercise for SFOA all powers, duties and authority vested in or delegated to SFOA and not reserved to the membership by other provisions of these Bylaws, the Articles or the Restrictive Covenants.

Section 5.02. It shall be the duty of the Board:

- (a) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4th) of the entire voting membership who are entitled to vote;
- (b) to supervise all officers, agents and employees of SFOA, and to see that their duties are properly performed;
- (c) as more fully provided herein and in the Restrictive Covenants:
 - (1) to fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of each annual assessment period;
 - (2) to cause written notice of each assessment to be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (3) to collect the assessments assessed against each Tract; and
 - (4) to foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance for these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;
- (e) to procure and maintain adequate liability and hazard insurance on the property owned by SFOA in the amounts and on the terms set forth in the Restrictive Covenants;
- (f) to cause the assessment proceeds to be expended for maintenance of the Common Properties and related activities consistent with the purpose of the assessment as described in the Restrictive Covenants;
- (g) to cause all officers or employees of SFOA having fiscal responsibilities, and all Members of the Architectural Committee, to be bonded, as it may deem appropriate;

- (h) to cause to be performed the duties of the Architectural Committee in accordance with and subject to the terms and conditions set forth in the Restrictive Covenants;
- (i) to cause the Common Properties to be maintained; and
- (j) to procure and maintain an adequate director and officer insurance policy that also covers SFOA committee members, the Wildlife Chair, and volunteers of the community.

Section 5.03

- (a) The number of Directors which shall constitute the whole Board shall be three (3). The Board shall always consist of at least three (3) Directors. The number of Directors may be increased or decreased by amendment to these Bylaws. At the 2023 annual meeting of the Members, a total of three (3) Directors were elected. One (1) Director was elected for a term of three (3) years, one (1) Director was elected for a term of two (2) years, and one (1) Director was elected for a term of one (1) year with the candidates receiving the highest number of votes being elected for the longest terms. At each annual meeting thereafter, the Members will elect the number of Directors necessary to fill the positions on the Board that expire as of such annual meeting, each to serve a term of three (3) years. Each Director shall hold office until his/her successor is duly elected or appointed and qualified and shall serve without compensation, except for reimbursement for actual expenses.
- (b) If there are not enough Directors elected, the existing Directors will appoint additional Directors as provided in Section 5.04. The term of office for each such appointed Director shall be one (1) year.
- (c) An individual may not be a Director if that individual cohabits at the same primary residence with an existing Director.
- (d) Each Director must be a Member of the Association, no 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, and any Director who ceases to be a Member of the Association is immediately ineligible to serve on the Board and is automatically considered removed from the Board.

Section 5.04. If any vacancies occur in the Board caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, or any new Directorship is created by any increase in the authorized number of Directors, a majority of the Directors then in office, though less than a quorum, may choose a successor or successors, or fill the newly created Directorship, and the Directors so chosen shall hold office for the unexpired term of their predecessor or, if there be no predecessor, until their successors shall be duly elected and qualified, unless sooner displaced.

Section 5.05. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if prior to such action a written consent thereto is signed by all Members of the Board or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 5.06. Directors shall be elected by the Members qualified to vote, as determined by the Board, at the annual meeting of the Members, and one-half (1/2) of the Members shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at the meeting at which a quorum is present, shall be the act of the Members meeting. Cumulative voting is expressly prohibited.

Section 5.07. The first meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of the Members, and at the same place, unless by the consent of a majority of Directors then elected and serving such time or place shall be changed. The Directors shall elect a chair to serve from the close of the annual meeting until the close of the next annual meeting.

Section 5.08. Unless otherwise required by Texas law, regular meetings of the Board may be held with at least one-hundred-forty-four (144) hours-notice at such time and place as shall from time to time be determined by the Board.

Section 5.09. Unless otherwise required by Texas law, special meetings of the Board may be called by the Chair with at least seventy-two (72) hours-notice given to each Director, delivered either personally, by mail, or email; special meetings shall be called by the Chair or Secretary in like manner and on like notice upon the written request of a majority of Directors. Except as may be otherwise expressly provided by statute, or by the Articles or by these Bylaws, neither the business to be transacted at, nor the purpose of any special meeting need be specified in a notice or waiver of notice.

Section 5.10. At all meetings of the Board a majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by law, by the Articles, these Bylaws or the Restrictive Covenants. If a quorum shall not be present at any meeting of the Board, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5.11. The Board shall keep regular minutes of its proceedings. The minutes shall be placed in the minute-book of SFOA.

Section 5.12. Nominations for election to the Board shall be made by the Nominating Committee as provided by Section 9.01.

ARTICLE VI MEMBERS

Section 6.01. The annual meeting of the Members of SFOA for the election of Directors shall be held once yearly in Gillespie County, Texas, (personally, telephonically or virtually) to be determined by the Board. Special meetings of the Members may be called by the Chair, the Board, or by Members having not less than one-third (1/3rd) of the votes of Members entitled to be cast at such meeting.

Section 6.02. A notice of the annual meeting of the Members of SFOA shall be required. Written notice of a special meeting of the Members stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be sent 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.

Section 6.03. One-half (1/2) of the Members qualified to vote as provided in Section 5.06 as provided herein shall constitute a quorum at all meetings for the Members of the transaction of business, except as may be otherwise provided by law, the Articles, the Restrictive Covenants or these Bylaws. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is present at any meeting of the Members, the vote of a majority of the Members qualified to vote and present in person or represented by proxy shall decide any question properly brought before such meeting, unless a greater number is required by law, the Restrictive Covenants, the Articles or these Bylaws.

Section 6.04. A Member may vote in person or by proxy executed in writing by the Member or by duly authorized attorney in fact or, if authorized by the Board, by electronic ballot or absentee ballot. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution. The Board will, in its sole and absolute discretion, determine what voting method(s) will be used in the election of Directors or other Association vote. Per Texas Property Code Section 209.00592 (or its successor statute), the Association is not required to provide a Member with more than one voting method, but an owner must be allowed to vote by absentee ballot or proxy. Only official ballots, proxies, and absentee ballots (if applicable) prepared by the Association shall be accepted.

Section 6.05. Any action required by any statute to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members required to vote affirmatively with respect to the subject matter thereof, and such consent shall have the same force and effect as the required affirmative vote of Members.

ARTICLE VII NOTICES

Section 7.01. Whenever under the provisions of the law, the Articles or these Bylaws, notice is required to be given to any person, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, or email addressed to such person at such address as appears on the books of SFOA, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail properly addressed with postage thereon paid.

Section 7.02. Whenever any notice is required to be given under the provisions of the law or the Articles or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 7.03. Attendance of any Member or Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director or Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VIII OFFICERS

Section 8.01.

(a) The officers of SFOA shall be appointed by the Directors and shall be a Chair, a Vice-Chair, a Secretary and a Treasurer. The Chair and Vice Chair shall be chosen from the existing Directors. The Secretary and Treasurer may be chosen from the existing Directors or Members. Two (2) or more offices may be held by the same person, except that the offices of Chair and Secretary shall not be held by the same person.

(b). The officers shall serve without compensation and shall be appointed at such time and in such manner and for such terms not exceeding one (1) year as determined by the Board from time to time.

Section 8.02. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 8.03. The officers of SFOA shall hold office until their successors shall be appointed and shall qualify. Any officers appointed by the Board may be removed at any time by the Board.

Section 8.04. The Chair shall preside at all meetings of the Board. The Chair shall have the power to call special meetings of the Directors, make and sign deeds, mortgages, contracts and agreements in the name of and on behalf of SFOA, and the Chair shall generally do and perform all acts incident to the office of the Chair, all of which shall be subject to the direction and review

of the Board. In addition to the power and duties of this Section 8.04, the Chair shall perform such other duties as the Board shall prescribe.

Section 8.05. The Vice Chair shall, in the absence or disability of the Chair, perform the duties and exercise the power of the Chair. The Vice Chair shall also generally assist the Chair and exercise such other powers and perform such other duties as are delegated to the Vice Chair by the Chair and as the Board shall prescribe.

Section 8.06. The Secretary shall attend all meetings of the Members and the Board and record all proceedings of the meetings of SFOA. The Secretary shall perform such other duties as may be prescribed by the Board or the Chair under whose supervision the Secretary shall be. The Secretary shall keep in safe custody the seal for SFOA and, when authorized by the Board, affix the same to any instrument requiring it, and, when so affixed, it shall be attested by the Secretary's signature or by the signature of the Treasurer or an Assistant Secretary, which may be a facsimile. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned by the Board or by the Chair.

Section 8.07. The Assistant Secretary, if any, unless otherwise determined by the Board, shall, in the absence or disability, if any, of the Secretary, perform the duties and exercise the powers of the Secretary. The Assistant Secretary shall perform such other duties and have such other powers as the Board may from time to time prescribe.

Section 8.08:

- (a) The Treasurer shall be the financial officer of SFOA; shall have charge and custody of and be responsible for all funds of SFOA and all securities owned by SFOA; shall keep full and accurate accounts of receipts and disbursements in books belonging to SFOA; and shall deposit all such funds and other valuable effects in the name of and to the credit of SFOA in such depositories as may be designated by the Board. In general, the Treasurer shall perform all duties incident to the office of treasurer, and such other duties as from time to time may be assigned by the Board, or by the Chair.
- (b) The Treasurer shall disburse the funds of SFOA as may be directed by the Board, taking proper vouchers for such disbursements, and shall render to the Chair and the Board, when the Board so requires, an account of all transactions as Treasurer and of the financial condition of SFOA.
- (c) If required by the Board, the Treasurer shall give SFOA a bond (which shall be renewed every six (6) years) in such sum and with such sureties as shall be satisfactory to the Board for the faithful performance of the duties of office and for the restoration to SFOA, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in possession or under control of the Treasurer belonging to SFOA.

Section 8.09. The Assistant Treasurer shall, if any, unless otherwise determined by the Board, in the absence or disability, if any, of the Treasurer, perform the duties and exercise the

powers of the Treasurer. The Assistant Treasurer shall perform such other duties and have such other powers as the Board may from time to time prescribe. The Assistant Treasurer shall, if required by the Board, give SFOA such bond as provided in Section 8.08 for the Treasurer.

ARTICLE IX COMMITTEES

Section 9.01. Nominations for election to the Board shall be made by the Nominating Committee. Nominations may also be made individually or from the floor at the annual meeting. The Nominating Committee shall consist of three (3) or more Members of SFOA; provided, however, that at least one (1) member of the Nominating Committee shall be a Director. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the time of appointment until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be from among Members.

Section 9.02. The Architectural Committee elected by a majority of the Members shall carry out the duties and responsibilities delegated to the Architectural Committee in the Restrictive Covenants.

Section 9.03. The Chair or the Board may designate one (1) or more other committees, including but not limited to a Wildlife Committee and an Election Committee, each to have the name, membership, duties and responsibilities designated by the Chair or the Board. Such other committees shall consist of a committee chair and other Members appointed by the Board, none of whom need be Members of the Board, except where otherwise directed at the time of the creation of any such Committee.

Section 9.04. Each such committee shall keep regular minutes of their proceedings, and all committees shall report to the Board when required. A majority of the Members of any such committee shall constitute a quorum, and questions shall be decided by a majority vote.

Section 9.05. Members of the committees shall hold office until their successors are chosen and qualify. Vacancies in the membership of any committee for any reason, shall be filled by the party designating and appointing Members to such committee as herein provided.

ARTICLE X GENERAL

Section 10.01. All checks or demand for money and notes of SFOA shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 10.02. The corporate seal shall have inscribed thereon the name of SFOA and the words "Corporate Seal, State of Texas", and may have inscribed thereon the year of its

organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 10.03. The fiscal year of SFOA shall be as determined by the Board.

Section 10.04. Any conflict between one (1) or more provisions of these Bylaws and one (1) or more provisions of the Articles shall be resolved in favor of the provisions set forth in the Articles. Any conflict between one (1) or more provisions of these Bylaws and one (1) or more provisions of the Restrictive Covenants shall be resolved in favor of the provisions set forth in the Restrictive Covenants.

Section 10.05. SFOA shall indemnify every Director, officer, member of an SFOA committee, Wildlife Chair, as well as former Directors, officers of SFOA, members of an SFOA committee and Wildlife Chair (collectively "Indemnitees") for expenses and costs (including attorney's fees) actually and necessarily incurred in connection with any claim asserted, by action in court or otherwise, by reason of being or having been such Director, officer, member of an SFOA committee or Wildlife Chair, except in relation to matters as to which have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought. If SFOA has not fully indemnified the Indemnitee, the court in the proceeding in which any claim against such Indemnitee has been asserted, or any court having the requisite jurisdiction of an action instituted by such Indemnitee on the claim for indemnity, may assess indemnity against SFOA, its receiver or trustee, for the amount paid by such Indemnitee in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to SFOA), and any expenses and costs (including attorneys' fees) actually and necessarily incurred by the Indemnitee in connection therewith to the extent that the court shall deem reasonable and equitable, provided, nevertheless, that indemnity may be assessed under this section only if the court finds that the person indemnified was not guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

ARTICLE XI AMENDMENT OF BYLAWS

Section 11.01. These Bylaws may be altered, amended or repealed by the Members by the affirmative vote of a majority of the Members who are qualified to vote and present in person, telephonically or virtually, or represented by proxy and voting at a meeting at which a quorum is present; provided, that any such alteration, amendment or substitute Bylaws shall be consistent in all respects with the Articles and provided that the power to alter, amend or repeal the Bylaws may be delegated by the Members to the Board.

I hereby certify that as Chair of the Association, these Amended and Restated Bylaws of Seven Falls Owners Association were approved by the affirmative vote of a majority of Members present and voting at a meeting at which a quorum was present and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Gillespie County, Texas.

