

**SECOND AMENDED & RESTATED BY-LAWS
OF
CASTLE HILL BURLESON HOMEOWNERS ASSOCIATION, INC.**

January 2024

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ARTICLE I – NAME AND LOCATION

The name of the corporation is Castle Hill Burleson Homeowners Association, Inc. ("Association") whose principal office shall be located in Tarrant and/or Johnson Counties. All meetings described herein shall be conducted at the Association's principal office or at such other place as the Board of Directors may designate.

ARTICLE II – COMPLIANCE WITH LAW

Nothing herein is intended to conflict with the Texas Property Code or any other statute governing the organization and/or operation of the Association. If a conflict exists between these By-Laws and any such statutes, the statutes shall prevail and these By-Laws shall be automatically construed to conform to such statute.

ARTICLE III – DEFINITIONS

"Association" shall mean Castle Hill Burleson Homeowners Association, Inc., its successors and assigns.

"Board" shall mean the Board of Directors of Castle Hill Burleson Homeowners Association, Inc.

"Common Area" shall mean all real property conveyed by the Declarant to, and owned by, the Association for the common use and enjoyment of the Owners.

"Declarant" shall mean Browns Mountain, Ltd. Company, a Texas limited partnership, and its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of Declarant with respect to the Lots acquired by such successor and or assign.

"Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Castle Hills Subdivision recorded at the county courthouse of Tarrant and Johnson Counties, Texas, and any amendments, annexations and supplements thereto made in accordance with its terms.

"Lot" shall mean any plot of land reflected on the Plat of the Properties or any part thereof creating single-family building lots, with the exception of the Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon.

"Owner" shall mean the record owners, whether one or more persons or entities, and shall be interchangeable herein with the term "member."

"Plat" shall mean the Final Plat of Castle Hills Subdivision recorded at the courthouse of Tarrant and Johnson Counties, Texas, and any replat of or amendment to the foregoing made by Declarant in accordance with the Declaration.

"Properties" shall mean that certain real property subject to the Declaration, and such additions thereto as may be brought within the jurisdiction of the Association under the provisions of said Declaration or the Articles of Incorporation of the Association.

ARTICLE IV – MEMBERSHIP & RIGHTS

Section 1. Membership. The Declarant and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and not separate from ownership of a lot. Ownership of a lot shall be the sole qualification of membership.

Section 2. Suspension. During any period in which a member shall be in default in the payment of any annual or special assessment, such member's right to use of recreational facilities shall be suspended until such default is satisfied. Further, such rights of a member may be suspended, after notice and hearing, for a period not to exceed 60 days, for violation of rules and regulations established by the Board. However, nothing herein shall restrict a member's right to vote in an election of Board members or any matter concerning the rights or responsibilities of members.

Section 3. Property Rights & Rights of Enjoyment. Members are entitled to the use and enjoyment of Common Areas as provided in the Declaration. Such rights may be delegated to family members, tenants or contract purchasers residing on the property; such delegates shall be designated in writing to the Secretary of the Association.

ARTICLE V - BOARD OF DIRECTORS

Section 1. Number & Qualifications. The affairs of the Association shall be managed by a Board of Directors who need to be members of the Association or residents of Phase I Castle Hill Estates. The number of Directors shall be not less than three nor more than five. If the Board is presented with written, documented evidence from a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is immediately ineligible to serve and is automatically considered removed from the Board and prohibited from future service on the Board.

Section 2. Nomination to Board. Nomination to the Board shall be made by a Nominating Committee or from the floor at the Annual Meeting. The Nominating Committee shall consist of a Director, who shall serve as chairman, and two or more members of the Association. Members of the Nominating Committee shall be announced at the Annual Meeting, and shall serve one year terms from the close of one Annual Meeting until the next Annual Meeting. The Nominating Committee may make as many nominations as it deems appropriate, from members and non-members, but not less than the number of Board vacancies to be filled. Each person nominated shall be nominated for a specific vacancy and a specified term of office.

Section 3. Election of Directors. At the first Annual Meeting, members shall elect one Director for a term of one year, one Director for a term of two years and one Director for a term of three years. Any vacancy in the initial Board occurring prior to the first Annual Meeting shall be filled by majority vote of the remaining Directors. At each subsequent Annual Meeting, members shall elect Directors for terms of two years so that staggered terms are maintained. If the number of Directors is increased, additional Directors shall have staggered terms in a method determined by the Board similar to the procedure described above. The initial three Directors shall be designated in the Association's Articles of Incorporation. At the Annual Meeting, the members or their proxies may cast as many votes for each vacancy as they are entitled to under the Declaration.

The persons receiving the largest number of votes for each vacancy shall be elected. Cumulative voting is not permitted. Election of Directors shall be conducted in accordance with the provisions of Article IX below.

Section 4. Removal & Vacancy. Any Director may be removed from the Board, with or without cause, by a majority vote of members. In the event of a Director's death, removal or resignation, his successor shall be selected by majority vote of the remaining Directors and shall serve the unexpired term of his predecessor.

Section 5. Meetings of Board.

- (a) Regular Meetings. Regular meetings of the Board shall be held no less than quarterly at such time and place as the Board shall designate. Notice of such meetings may be given by any means reasonably calculated to afford fair notice to all Directors. Such meetings may be conducted in person, electronically or by telephone, so long as the requirements of Section 209.0051 of the Texas Property Code are followed.
- (b) Special Meetings. Special meetings of the Board shall be held when called by the President or by any two Directors after not less than three days notice to each Director. Notice of such meetings may be given by any means reasonably calculated to afford fair notice to all Directors. Such meetings may be conducted in person, electronically and /or by telephone. In the event of an emergency, the three days notice period may be waived, but the requirements of Section 209.0051 of the Texas Property Code must be followed and compliance maintained.
- (c) Notice To Members. Members shall be given notice of the date, time and place of regular and special Board meetings, including a general description of the matters to be considered both in general session and in executive session. Such notice shall be:
 - (1) mailed to members not later than the 10th day or earlier than the 60th day before such meeting, or
 - (2) provided to members at least 144 hours before the meeting by:
 - (a) posting such notice in a conspicuous manner reasonably designed to provide notice to members in a place located on the Association's Common Area or,
 - (b) with the member's consent, on other conspicuously located privately owned property within the subdivision, or on any Association website, or
 - (c) e-mail to each member who has registered an e-mail address with the Association. It is the responsibility of each member to keep an updated e-mail address with the Association.

Without prior notice to members, the Board shall not consider or vote on fines, damage assessments, initiation of foreclosure actions, initiation of enforcement actions, excluding temporary restraining

orders or violations involving a threat to health or safety, increases in assessments, levying of special assessments, appeals from a denial of architectural control approval or suspension of a right of a particular member before the member has an opportunity to attend a Board meeting to present the member's position, including any defense, on the issue, lending or borrowing money, the adoption or amendment of a dedicatory instrument, the approval of an annual budget or the approval of an amendment of the annual budget, the sale or purchase of real property, the filling of a vacancy on the Board, the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements, or the election of an Officer.

- (d) Quorum & Voting. At both regular and special meetings of Directors, a majority number of Directors shall constitute a quorum for transaction of business. All matters before the Board shall be decided by majority vote of Directors present, in person or by signed written proxy.
- (e) Open Meetings. All Board meetings, whether regular or special shall be open to members subject to the Board's right to adjourn and reconvene in 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, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Decisions made in an executive session, shall be orally summarized and placed in the minutes, in general terms without breaching the privacy of an individual member, violating any privilege, or disclosing confidential information. Any such oral summary must include a general explanation of expenditures approved in executive session.
- (f) Written Minutes. The Board shall keep written minutes of each regular or special Board meeting and shall make the same available to a member for inspection and copying on the member's written request.
- (g) Methods of Meeting. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to members, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any Board action taken without notice to members shall be summarized, 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.
- (h) Action Without a Meeting. In the absence of a meeting, Directors may take action which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as if taken at a meeting.

Section 6. Compensation. Directors shall not be compensated for service on the Board but may be reimbursed for expenses incurred on behalf of the Association.

Section 7. Powers And Duties of Board of Directors.

On behalf of the Association, the Board shall have the following powers and duties:

- (a) To adopt and publish Rules & Regulations governing the use and safety of Common Areas and facilities, and the personal conduct of members, their families and guests, including fines for violations.
- (b) To exercise all powers, duties and authority vested in or delegated to the Association that are not otherwise reserved to the membership.
- (c) To declare a Board member's position vacant if he is absent from three consecutive regular meetings of the Board without just cause.
- (d) To establish, maintain and disburse a petty cash fund for conducting necessary business of the Association.
- (e) To engage, contract with and compensate property managers, independent contractors, employees, attorneys, accountants and any others necessary for the efficient, professional operation and management of the Association.
- (f) To establish and maintain a working capital and/or contingency fund for capital repairs to and replacement of Common Areas.
- (g) To initiate and/or defend lawsuits on behalf of the Association, its Directors and Officers.
- (h) To acquire and maintain the Common Area and to grant easements, licenses or other rights in, on, over and/or across the Property.
- (i) To establish and maintain one or more bank accounts.
- (j) To delegate its rights, powers and/or duties to committees, managers or contractors.
- (k) To generally provide for the maintenance and preservation of the Property, to promote the health, safety and welfare of the Owners and to take such action as required to accomplish same.
- (l) To promulgate and impose reasonable fines and penalties for Owners' defaults or violations of these By-Laws, the Articles of Incorporation, the Declaration and the Rules & Regulations; such fines and penalties may constitute a lien on the Lot of the defaulting Owner in accordance with the Declaration.
- (m) To keep a complete and accurate record of its acts and corporate affairs and to present a statement thereof at the Annual Meeting of members or at such time as such a record is requested by at least 1/3 of the members entitled to vote.

- (n) In the event the amount of annual assessments against the Lots changes, to establish the new amount and to notify all affected Owners within 30 days in advance of the applicable assessment period, as provided in the Declaration.
- (o) To issue, upon written demand by any appropriate person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be assessed for the issuance of such a certificate. Such certificates shall be conclusive evidence of payment of any such assessment.
- (p) To procure and maintain adequate liability and property/hazard insurance on property owned by the Association.
- (q) To cause all Board members and officers to be bonded, to the extent necessary in the Board's discretion, the expense for which shall belong to the Association.
- (r) To cause the Common Areas to be maintained.

ARTICLE VI – OFFICERS

Section 1. Offices. Although the Board may create additional offices, the primary offices of the Association shall be:

- (a) President: The President shall preside at all Board meetings; shall confirm that all Board orders and resolutions are carried out, shall sign all legal documents and shall co-sign all checks and promissory notes.
- (b) Vice-President: The Vice-President shall act for the President if the President is absent, incapacitated or refuses to act. The Vice-President shall exercise such other duties as the Board may require.
- (c) Secretary: The Secretary shall record the votes and shall keep and publish the minutes of all meetings of the Board and the members; shall safeguard the Association's corporate seal and the originals of the Association's Articles of Incorporation, Declaration and By-Laws; when required by law, shall affix the Association's corporate seal to documents; shall serve notice of all meetings of the Board and the members; shall maintain a record of all members and their addresses; and shall perform such other duties as the Board may require.
- (d) Treasurer: The Treasurer shall receive and deposit all Association monies and shall disburse such funds as directed by the Board; shall co-sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an audit of the Association's books to be conducted by a public accountant at the completion of each fiscal year; and shall prepare and present at the Annual Meeting an annual budget and annual financial statements.

Section 2. Election and Term of Officers. Officers shall be elected annually by majority vote of the Board, following the adjournment of the Annual Meeting, to serve one year terms.

Section 3. Multiple Offices. The offices of Secretary and Treasurer may be held at the same time by the same person. No other offices may be held simultaneously.

Section 4. Resignation, Removal and Vacancies. Any officer may be removed by majority vote of the Board with or without cause. Any officer may resign by giving written notice to the Board, such resignation to be effective on the date received by the Board or as otherwise specified in such notice. Such resignation is effective without vote of the Board. Any vacant office shall be filled by majority vote of the Board and such new officer shall serve the remaining term of such office.

ARTICLE VII – COMMITTEES

Section 1. Architectural Committee. In accordance with the Declaration, the Board shall appoint an Architectural Committee whose members shall serve until resignation or removal by the Board. No member of the Board, spouse of a Board member, or other member of the household of a Board member, may serve on the Architectural Committee while that Board member serves on the Board. All actions of the Architectural Committee shall be decided by majority vote. It shall be the duty of the Architectural Committee to review plans and specifications for all proposed alterations, repairs, construction, variances or any other process which may materially alter the appearance of the Properties and/or the restrictions, limitations and specifications outlined in the Declaration. The operation and authority of the Architectural Committee shall be governed by the "*Architectural Control*" provisions of the Declaration and Texas statute, including but not limited to the requirements of Section 209.00505 of the Texas Property Code.

Section 2. Nominating Committee. The Board shall appoint a nominating committee whose responsibility shall be to solicit candidates for the Board of Directors and to submit such nominations to the Board sufficiently in advance of the Annual Meeting to allow proper notice to all members.

Section 3. Recreation Committee. The Board may appoint a recreation committee to oversee all matters relating to recreational activities of the Association.

Section 4. Maintenance Committee. The Board may appoint a maintenance committee to oversee all matters relating to maintenance activities of the Association.

Section 5. Publicity Committee. The Board may appoint a publicity committee to oversee all matters relating to publicity activities of the Association.

Section 6. Audit Committee. The Board may appoint an audit committee to oversee all matters relating to the audit of the Association's books and records.

Section 7. Each committee shall be composed of at least three but not more than five members who shall serve until resignation or removal. The operation and authority of each committee shall be governed by the provisions of the Declaration and these By-Laws. It shall be the duty of each committee to receive suggestions and complaints from members concerning any matter within its

field of responsibility and to resolve such matters or refer same to other committees or to the Board. The actions of each committee shall be decided by majority vote.

Section 8. Compensation. Committee members shall not be compensated for service on the committee but may be reimbursed for expenses incurred on behalf of the Association.

ARTICLE VIII – MEETINGS OF MEMBERS

Section 1. Annual Meeting. The first Annual Meeting of members shall be held within one year from the date of incorporation of the Association. Thereafter, the Annual Meeting shall be held on a date and time established by the Board, such date and time to be reasonable and convenient for the member. If the Board fails to call an Annual Meeting, an Owner may demand that an Annual Meeting be conducted within 30 days of such Owner's demand; such demand must be in writing and sent via certified mail, return receipt requested to the Association's registered agent, to the Board and to each member of the Association. If the Board fails to call an Annual Meeting within 30 days after the Owner's demand, three or more members may form an election committee, and such committee shall file written notice of its formation in each county in which the subdivision is located. The notice filed by an election committee must comply with the requirements of the Texas Property Code.

Section 2. Special Meeting. Special Meetings of members may be called at any time by the President of the Association, by the Board or upon written request of at least 1/3 of all members.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, Declaration or these By-Laws, written notice of every Annual Meeting of members shall be given to each member not later than the 10th day or earlier than the 60th day prior to such meeting; and written notice of Special Meetings shall be given reasonably in advance of the meeting to provide fair notice to all members. In addition to written paper notice by hand-delivery or certified mail, notice of the Annual Meeting may be provided by e-mail, facsimile or posting to an Internet website provided a receipt of such posting is created.

Section 4. Quorum. Except as otherwise provided by the Article of Incorporation, the Declaration or these By-Laws, for any action taken by the members, a quorum shall consist of 25% of the members voting in accordance with Article IX, Section 4 below.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies must be in writing and filed with the Secretary prior to the members' consideration of the issue in question. Every proxy shall be revocable and shall automatically be void upon conveyance of the member's Lot.

ARTICLE IX – ELECTIONS

Section 1. Notice of Elections. Written notice of all elections shall be given to members at least 10 days but not more than 60 days before such election.

Section 2. Electronic Notice. In addition to written paper notice by hand-delivery or certified mail, notice of any election may be provided by e-mail, facsimile or posting to an Internet website provided a receipt of such notice is created.

Section 3. Right to Vote. Every member shall be entitled to one vote; if a Lot is owned by more than one person, each owner is a member but each Lot shall be entitled to only one vote. The vote for any such Lot shall be exercised as the members holding an interest in such Lot shall determine but, in the event of a disagreement, the members holding a majority ownership interest shall govern unless the Association is otherwise notified by a co-owner as to a dispute between co-owners regarding their vote prior to the casting of their vote; the vote of any co-owner shall be conclusively presumed to be the majority vote of the owners of that Lot. No owner shall be disqualified from voting in an election of the Board or on any matter concerning the rights or responsibilities of owners.

Section 4. Ballots. Any vote cast in an election must be in writing and signed by the member although, in an Association-wide election, written and signed ballots are not required in uncontested races. A member may cast his or her vote in person or by proxy at the meeting, by absentee ballot, by electronic ballot or by any method of representative or delegated voting provided in the Declaration; and, for items appearing on the ballot, any vote cast by such methods shall be counted for purposes of establishing a quorum. However, if a member attends and votes in person, such vote supersedes any previous vote cast electronically or by absentee ballot.

Section 5. Electronic & Absentee Ballots. An electronic ballot shall include one given by e-mail, facsimile or posting on an Internet website provided the identity of the member submitting the ballot may be confirmed and for which the voting member may receive a receipt of the electronic transmission and the member's ballot. If an electronic ballot is posted on an Internet website, a notice of such posting shall be sent to each member containing instructions on obtaining access to the posting on the website. A solicitation for votes by absentee ballot must include: (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (b) instructions for delivery of the completed absentee ballot, including the delivery location; and (c) the following language: *"By casting your vote via absentee ballot you will forego the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."* An electronic or absentee vote may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

Section 6. Tabulation and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election. Any other member may tabulate the votes in an Association election but may not disclose how any individual voted.

Section 7. Recount of Votes. Any member(s), except a person who tabulates the votes as described in Section 6 immediately above, not later than the 15th day after an election is held, may require a recount of the votes. A demand for a recount must be submitted to the Board in writing by certified mail, return receipt requested, in person to the Association's managing agent or in person to the address to which absentee and proxy ballots are mailed. Any such recount must be performed within the 31 days following receipt of the recount request and payment for same. The cost of recounting shall belong to the member(s) requesting same, including the

services of a person to tabulate the votes. No request for recount shall be accepted unless accompanied by funds for the cost of same. If the recount changes the results of the election, the Association shall reimburse the requesting member(s) for the cost of the recount. At the expense of the requesting member(s), the Association shall retain a person to conduct the recount; such person shall not be a member of the Association or related to a member of the Association Board within the third degree of consanguinity or affinity and must be a current or former county judge, county elections administrator, justice of the peace, county voter registrar or a person agreed upon by the Association and the member(s) requesting the recount. The Association shall promptly notify the requesting member(s) of the results of the recount.

ARTICLE X – INDEMNIFICATION

The Association shall indemnify and hold harmless every Director and Officer and Committee Member, their heirs, administrators and executors, against all claims, losses, damages, and expenses incurred in connection with activities performed by a Director or Officer or Committee Member within the scope of the authority granted herein, except for gross negligence or willful misconduct. Such indemnification rights shall not be exclusive of any other rights available to Directors and Officers and Committee Members hereunder, such payment shall be a common expense of the Association.

ARTICLE XI – BOOKS & RECORDS

Section 1. Available for Inspection & Copying. The Association shall make available its books and records, including financial records, to all members or to persons designated in writing signed by the member as the member's agent, attorney or certified public accountant. The files and records of an attorney are not books or records of the Association;

Section 2. Written Request. A member or representative desiring to inspect and/or copy the Association's books and records must first submit a written request, by certified mail, with a description of the books and records requested. The request must state whether the requesting party seeks to inspect before copying or to have the Association forward copies of the requested documents to the requesting party for inspection.

Section 3. Time Limits. If an inspection prior to copying is requested and if the requested items are in the Association's possession, custody or control, the Association shall, within 10 business days of receiving the request, send to the requesting party dates and times and hours the requesting party may inspect the designated books and records. If copies are requested and if the requested items are in the Association's possession, custody or control, the Association shall produce the items to the requesting party within 10 business days of receiving the request.

Section 4. Unable to Produce. If the Association cannot comply with the time limits outlined above in Section 3, it must provide to the requesting party written notice that the items cannot be produced within the time limit and stating the date by which the items will be sent or made available for inspection, such date to be within 15 business days of such notice to the requesting party.

Section 5. Inspection. If the requesting party seeks to inspect the books and records, the requesting party shall designate the specific documents to be inspected and such inspection shall take

place at a mutually agreeable time and place. Following the inspection, the requesting party shall designate for copying any specific documents.

Section 6. Methods of Copying & Delivery. The Association may produce requested documents by hard copy, electronic or any other format reasonably available to the Association. If the Association maintains a publicly accessible website, it shall make the requested documents available on such website.

Section 7. Records Production & Copying Policy. The Association's Board must adopt and record (*in accordance with §202.006 Texas Property Code*) a document production and copying policy prescribing the cost the Association will charge a requesting party for materials, labor and overhead required to compile, produce and copy information requested under this Article, such charge to comply with 1 T.A.C. Section 70.3. No charge may be imposed unless the policy has been recorded. The requesting party is responsible for payment of the charges, and the Association may require advance payment of the estimated charges, such estimates to be determined as prescribed in this section 7. If the actual cost exceeds the estimated payment, the requesting party shall, upon receipt of an invoice from the Association, pay same within 30 business days after receiving the requesting documents; if such invoice is not paid within 30 business days, the excess amount may be added to the member's account as an assessment. If the actual cost is less than the estimated charge, the Association shall send a refund to the requesting party within 30 business days after the invoice is sent to the requesting party.

Section 8. Exemptions. Unless the subject member provides express written consent, or unless a court order directs release, the Association shall not allow inspection or copying of any books or records which identify the dedicatory instrument violation history of an individual owner, a member, a member's personal financial information, including records of payments or nonpayments of amounts due the Association, a member's contact information (*other than the member's address*) or information, including personnel files, related to any Association employee. However, information may be requested in an aggregate or summary manner that would not identify any individual member.

Section 9. Record Retention Policy. The Association's Board shall adopt a document retention policy requiring that its certificates (*and all amendments thereto*) of formation, By-laws and restrictive covenants be retained permanently; and that all financial books and records be retained for seven years; and that the account records of current members be retained for five years; and that contracts containing terms of one or more years be retained for four years following the contract's expiration; and that minutes of Board meetings and Members Meetings be retained for seven years; and that tax and audit records be retained for seven years.

Section 10. Members' Remedies. A member who is denied access to the books and records, as required by this Article, may file a petition requesting relief in the Justice Court of the precinct in which all or part of the Properties are located. Before such action may be brought; however, the member shall, at least 10 business days before filing such petition, give written notice, by certified mail return, receipt requested, to the Association describing the specific documents being requested. If the Justice of the Peace finds that the member is entitled to access to or copies of the documents, the Justice of the Peace may enter a judgment (a) ordering the Association to release or allow access to the documents; or (b) assessing court costs and attorney's fees against the Association for the member's efforts in seeking this remedy; or (c) allowing the member to deduct from future regular or special assessments the amounts of court costs and/or attorney's fees awarded under (b) above. If the Association prevails in such proceeding, it shall be

entitled to judgment for court costs and attorney's fees against the subject member.

Section 11. Resale Certificates, Subdivision Information & Remedies. Not later than the 10th business day after an Owner, an Owner's agent or title company makes a written request to the Association for subdivision restrictions, Association By-Laws, Association Rules & Regulations or a Resale Certificate, the Association shall deliver same in accordance with the Texas Property Code and any other statute governing such issues. If the Association fails to deliver the requested information within five days following a second request, the requesting Owner, his agent or title company shall be entitled to the remedies outlined in the Texas Property Code and any other statutes governing such issue.

ARTICLE XII – AMENDMENTS

Except as otherwise provided herein, these By-Laws may be amended, at a regular or special meeting of the Board at which there is a quorum, by a majority vote of the Board Members. If a member votes or consents to the amendment of these By-Laws, it shall be conclusively presumed that such member has the authority to vote and consent and no contrary provision in any mortgage or contract between such member and a third-party will affect the validity of such amendment.

ARTICLE XIII – CONFLICTS

In the case of conflicts, the Articles of Incorporation and the Declaration shall override and control these By-Laws.

ARTICLE XIV – FISCAL YEAR

The Association's first fiscal year shall begin on the date of incorporation. Thereafter, the fiscal year shall begin on January 1st and end on December 31st, although it may be changed by the Board.

ARTICLE XV – PARLIAMENTARY RULES

Except as may be modified by the Board, Roberts Rules of Order (*current edition*) shall govern the conduct of Association proceedings when not in conflict with Texas laws, the Articles of Incorporation, the Declaration or these By-Laws.

ARTICLE XVI – CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Castle Hills Homeowners Association, Inc.

ARTICLE XVII – GENDER & GRAMMAR

The singular, whenever used herein shall be construed to mean the plural when applicable; necessary grammatical changes required to make the provision hereof apply either to corporations of individuals, men or women, shall in all cases be assumed as though in case fully expressed.

I certify that the foregoing Amended and Restated By-Laws of Castle Hill Burlison Homeowners Association, Inc. was properly adopted by the Owners on the _____ day of January 2024.

Leslie Crook, President

BEFORE ME, the undersigned authority, on this day personally appeared Leslie Crook, President, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of January 2024.

Notary Public, State of Texas