

**BYLAWS OF
ENCLAVE OF TROY HOMEOWNERS ASSOCIATION**

ARTICLE I

NAME AND LOCATION

The name of the corporation is ENCLAVE OF TROY HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "the Association"). The principal office of the Association shall be located in Bell County, but meetings of members and directors may be held at such places within the State of Texas, County of Bell, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.2. Association. "Association" shall mean and refer to Enclave of Troy Homeowners Association, Inc., a Texas non-profit corporation.

Section 2.3. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association.

Section 2.4. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.5. Board. "Board" shall mean the Board of Directors of the Association.

Section 2.6. Bylaws. "Bylaws" shall mean the Bylaws of the Association, which may be initially adopted and Recorded by Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended, from time to time, by the Declarant until expiration or termination of the Development Period (as defined in the Declaration). Any amendment to the Bylaws proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration of the Development Period, the Bylaws may be amended by a Majority of the Board.

Section 2.7. Certificate. "Certificate" shall mean the Certificate of Formation (or Articles of Incorporation) of the Association, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.8. Community Manual. "Community Manual" shall mean the community manual of the Association, which may be initially adopted and Recorded by the Declarant or the Board of the Association

and Recorded as part of the initial project documentation for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Bylaws, Rules and Regulations and other policies set forth in the Community Manual may be amended, from time to time, by the Declarant until expiration or termination of the Development Period (as defined in the Declaration). Any amendment to the Bylaws, Rules and Regulations and other policies governing the Association prosecuted by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

Section 2.9. "Declaration" means and refers to the "Declaration of Covenants, Conditions and Restrictions for The Enclave of Troy Subdivision", said Declaration being recorded in the Official Public Records of Real Property of Bell County, Texas, as Document 2024-030374, and any amendments thereto. Terms used in these Bylaws will have the same meaning as in the Declaration.

Section 2.10. "Majority." "Majority" shall mean more than half.

Section 2.11. "Manager." "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.12. "Member" means and refers to those persons holding membership privileges as provided in the Declaration.

Section 2.13. "Mortgage." "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.14. "Mortgagee." "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.15. "Owner." "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

Section 2.16. "Property." "Property" shall mean and refer to the property subject to the terms and provisions of the Declaration.

Section 2.17. "Restrictions." "Restrictions" means, singularly or collectively as the case may be, the Declaration, the Certificate, Bylaws, the Community Manual, the Design Guidelines, if any, and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Restriction is part of a Restriction.

ARTICLE III

RESPONSIBILITIES OF MEMBER

Section 3.1. Each Member, jointly and severally, has the responsibility for administering and enforcing the covenants, conditions and restrictions contained in the Declaration, as may be modified from time to time.

Section 3.2. Each Member, jointly and severally, covenants and agrees to pay assessment fees as provided in the Declaration, as may be modified from time to time.

ARTICLE IV

MEETING OF MEMBERS

Section 4.1. Annual Meetings. The Annual Meeting of Members will take place annually each year in February, March, or April.

Section 4.2. Special Meetings. Special meetings of the Members may be called at any time by the Board of Directors or upon written request of a majority of the Members who are entitled to vote.

Section 4.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or emailing a copy of such notice at least ten (10) and no more than fifty (50) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4.4. Quorum. Members holding five percent (5%) of the votes entitled to be cast, represented in person or by proxy, will constitute a quorum for the transaction of business. Unless provided in the Certificate or in the Declaration, every act or decision done or made by a majority of the members who are present at a duly held meeting, either in person or by proxy, at which a quorum is present will be regarded as the act of the Members.

Section 4.5. Proxies. At the meetings, each member may vote in person or by proxy. All proxies will be in writing and filed with the Secretary or their designee. When the full fee interest in any lot is held by more than one person, and all such persons are members, then the vote for such lot will be exercised in person or by proxy as they, among themselves, determine, but in no event will more than 1 vote be cast with respect to any lot. In the event multiple persons are voting by proxy, each person's signature will be required on the proxy instrument. Every proxy is revocable and will automatically cease upon conveyance by the member of his or her lot. If more than 1 vote is cast for a single lot, none of the votes are counted and any of such votes may be deemed void.

ARTICLE V

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 5.1. Number. The affairs of this Association will be managed by a Board of Directors. The Board will consist of three (3) Directors, who shall each be a Member of the Association.

Section 5.2. Term of Office.

(a) The affairs of the Association shall be governed by a Board of Directors. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified.

(b) In accordance with Texas Property Code Section 209.0051, the President of the Association must hold a meeting of the Members of the Association (the "**Initial Member Election Meeting**") where the Members will elect one (1) Director, for a one (1) year term ("**First Member Elected Director**").

Declarant will continue to appoint and remove two-thirds of the Board after the Initial Member Election Meeting until expiration or termination of Declarant's Class B Membership. Notwithstanding the foregoing, the First Member Elected Director's position will expire as of the date of the Member Transition Meeting.

(c) At the expiration or termination of Declarant's Class B Membership, the Board will there upon call a meeting of the Members of the Association where the Declarant appointed Directors will resign and the Members will elect three (3) new directors (to replace all Declarant appointed Directors and the First Member Elected Director) (the "**Member Transition Meeting**"), one (1) Director for an Initial Term of three (3) years, one (1) Director for an Initial Term of two (2) years, and one (1) Director for an Initial Term of one (1) year (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the Initial Term of a Director elected by the Members pursuant to this Section 5.1(c), his or her successor will be elected for a term of three (3) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

Section 5.3. Removal. Any director may be removed from the Board, with or without cause, at a special meeting of the Association by a majority vote of members entitled to vote when a quorum is present. In the event of the death, resignation or removal of a director, his successor may be selected by the remaining members of the Board and will serve for the unexpired term of his predecessor.

Section 5.4. Compensation. No director will receive compensation for any service he may render to the Association.

Section 5.5. Action Taken Without a Meeting. The directors have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written, approval and consent of all the directors. Any action so approved will have the same effect as though taken at a meeting of the directors.

Section 5.6. Vacancies on Board of Directors. Except with respect to Directors appointed by the Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.1. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such place and hour as may be fixed from time to time by the Board.

Section 6.2. Special Meetings. Special meetings of the Board of Directors may be held when called by any 2 directors, after not less than 3 days' notice to each director.

Section 6.3. Quorum. A majority of the number of directors will constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present will be regarded as an act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) Adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment or charge levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) Exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Restrictions;

(d) To enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;

(e) 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;

(f) Employ such employees as they deem necessary, and to prescribe their duties;

(g) As more fully provided in the Declaration, to:

(1) Fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) Procure and maintain adequate liability and hazard insurance on Association Property;

(j) Cause all officers, agents or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) Exercise such other and further powers or duties as provided in the Declaration or by law.

Section 7.2. Duties. It is the duty of the Board of Directors to keep or 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 a majority of the members who are entitled to vote.

ARTICLE VIII

OFFICERS

Section 8.1. Enumeration of Offices. The officers of this Association will be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board, from time to time, by resolution may create. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 8.2. Election of Officers. The election of officers will take place at the meeting of the Board of Directors following each annual meeting of the members.

Section 8.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from office with or without cause by an act of the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 8.7. Duties. The duties of the officers are as follows:

(a) **President.** The President is the principal executive officer of the Association and will, in general, supervise and control all of the business and affairs of the Association. He will preside at all meetings of the Board of Directors; will see that orders and resolutions of the Board are carried out; and will sign all instruments on behalf of the Association.

(b) **Vice President.** The Vice President may act in the place and stead of the President in the event of his absence, inability or refusal to act, and will exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of special meetings of the Board and of special meeting of the members; keep appropriate records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

(d) **Treasurer.** The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the

Board of Directors; keep proper books of accounts; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable cost.

Section 8.8. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4.

Section 8.9. Execution of Instruments. Except when the Restrictions require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE IX

COMMITTEES

Section 9.1. The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two or more Directors or Members (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE X

BOOKS AND RECORDS

Section 10.1. The books and records of the Association may, during reasonable business hours, be subject to inspection by any member or his agent or attorney. The Certificate and Bylaws of the Association and the Declaration may be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XI

INDEMNITY

Section 11.1. The Association shall indemnify every Director, Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or

Committee Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

ARTICLE XII AMENDMENTS

Section 12.1. These Bylaws may be amended by the Board of Directors at a duly called and posted meeting at which quorum is present.

Section 12.2. In the case of any conflict between the Certificate and these Bylaws, the Articles will control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

Section 12.3. All provisions, conditions and covenants in the Declaration are hereby referenced and incorporated, as may be modified from time to time.

ARTICLE XIII FISCAL YEAR

Section 13.1. The fiscal year of the Association begins on the 1st day of January and ends on the 31st day of December of every year, except that the initial fiscal year begins on the date of incorporation.

ARTICLE XIV WAIVER OF NOTICE

Section 14.1. Review of Statutes and Court Rulings. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 14.2. Interpretation. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 14.3. No Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 14.4. Notice. Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Certificate of Formation or the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice.

CERTIFICATION & ACKNOWLEDGMENT

As the Secretary of the ENCLAVE OF TROY HOMEOWNERS ASSOCIATION, I certify that these Bylaws were adopted for the benefit of the Association by the Board of Directors at a duly called meeting, and will be filed and recorded pursuant to Chapter 209 of the Texas Property Code.

IN WITNESS WHEREOF, this instrument executed this 31st day of July, 2024.

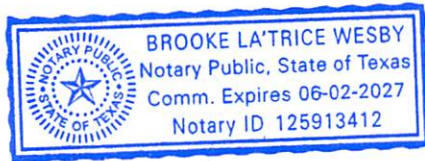
ENCLAVE OF TROY
HOMEOWNERS ASSOCIATION



Jimmy Torres
Secretary

STATE OF TEXAS §
COUNTY OF BELL §

Certified before me this the 31st day of July, 2024 by Jimmy Torres as the Secretary of the ENCLAVE OF TROY HOMEOWNERS ASSOCIATION, on behalf of said corporation.



Brooke L. Wesby
Notary Public, State of Texas

After Recording, Please Hold For Pick Up



**Bell County
Shelley Coston
County Clerk
Belton, Texas 76513**

Instrument Number: 2024045591

As
BYLAWS

Recorded On: October 17, 2024

Parties: ENCLAVE OF TROY HOMEOWNERS ASSOCIATION INC

To EX PARTE

Comment:

Billable Pages: 9

Number of Pages: 10

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
RECORDING:	\$37.00
Total Fees:	\$42.00

***** DO NOT REMOVE. 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.

File Information

Instrument Number: 2024045591
 Receipt Number: 428832
 Recorded Date/Time: 10/17/2024 11:30:58 AM
 User / Station: fosterk - BCCCD0735

Record and Return To:

TYE SCOTT
PICK UP



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk