

**BYLAWS  
OF  
THE MASTER ASSOCIATION FOR THE DEER RUN ADDITION**

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**Article 1**

**Name and Location**

The name of the Association is The Master Association for the Deer Run Addition. The registered office of the Association will be as designated with the Secretary of State of the State of Texas, as it may be changed from time to time. The principal office of the Association will be located in Carson County, Texas.

**Article 2**

**Definitions**

The following words when used in these Bylaws, unless the context otherwise indicates or requires, have the following meanings.

- 2.1     **“Articles”** means the Articles of Incorporation of the Association.
- 2.2     **“Assessments”** has the meaning set forth in Section 3.1 of the Declaration.
- 2.3     **“Association”** means “The Master Association for The Deer Run Addition, a Texas nonprofit corporation”.
- 2.4     **“Association Documents”** – means the Declaration, the Articles of Incorporation of the Association, and these Bylaws and the resolutions adopted by the Association.
- 2.5     **“Board”** means the Board of Directors of the Association.
- 2.6     **“City”** means the City of White Deer, Texas.
- 2.7     **“Conversion Date”** means the date on which Developer owns in the aggregate less than 50.0% of the Lots.
- 2.8     **“Declarant”** means JJCK Real Estate, LLC., a Texas limited liability company, and its successors or assigns to whom rights and powers expressly reserved herein to Declarant are

conveyed or assigned in writing, but excluding any Person merely purchasing one or more Lots from Declarant.

2.9 “**Declaration**” means “The Deer Run Addition Master Declaration” recorded in (Vol. *LEGAL, Page*), of the Deed Records of Carson County, Texas.

2.10 “**Developer**” means any Person who files any of the Plats (*defined in Section 2.21 below*) in the Deed Records of Carson County, Texas, including Declarant.

2.11 “**Developer Director**” means the Developer or an officer, Member, employee, or person designated from time to time by the Developer to serve as a director of the Association.

2.12 “**District**”

2.13 “**Public Improvements**” means the public improvements constructed, installed, and maintained in the commons, and unpaved public rights-of-way now or hereafter located on the Property (*together with the unpaved easements adjacent to such present or future rights-of-way or other public easements*) including, but not limited to the following:

- (a) planting grass, trees, shrubbery, ground cover, and other vegetation;
- (b) turf maintenance, which includes fertilizing, watering, edging, trimming, and application of herbicides as required;
- (c) horticultural maintenance;
- (d) installation and maintenance of irrigation systems and management of seasonal watering;
- (e) seasonal planting in applicable areas;
- (f) tree care which includes fertilization, pruning, and insect disease control;
- (g) water and electricity;
- (h) installation and maintenance of ground lighting;
- (i) supplementary security service;
- (j) other services incidental to the installation and maintenance of landscaping; and,
- (k) installation, maintenance, and repair of special fencing in and along entryways, parks, open spaces, and Streets.

2.14 **“Commons Area”** means the following described property:

- (a) all tracts designated as a Commons on any Plat;
- (b) all landscaped areas located in the unpaved rights-of-way for Benedict Street, McClelland Street, Commons park area located in Commons area 1-5.
- (c) other tracts of land included in the District and dedicated or designated as a Common area. The Developer may in the future, without the joinder of joinder of any other Person, subject tracts of land to the Declaration by recording in the Deed Records of Carson County, Texas, supplements to the Declaration containing the descriptions of the additional tracts of land.

2.15 **“Lot”** means each Lot (each **“a Lot”** and collectively **“Lots”**) shown on the Plats as amended from time to time, except for the Commons area, and improvements located on a Lot.

2.16 **“Majority Vote of the Members”** has the meaning set forth in Section 2.4 of the Declaration.

2.17 **“Member”** has the meaning set forth in Section 6.2 of the Declaration.

2.18 **“Member in Good Standing”** has the meaning set forth in Section 6.2 of the Declaration.

2.19 **“Nomination Committee”** means a committee composed of the following:

- (a) an officer, director, shareholder, Member, or Owner of Declarant or Developer;
- (b) the President of the Association; and,
- (c) the immediate past president of the Association if he or she is a Member in Good Standing.

2.20 **“Owner”** means each Person who is a record owner of a fee simple interest in any Lot, but excluding and Person who holds only a lien or interest in the Lot as security for the performance of any obligation.

2.21 **“Person”** means any natural person, corporation, partnership, trust, or other legal entity.

2.22 **“Plats”** mean all Plats (each **“a Plat”** and collectively **“Plats”**) of real estate included in the District recorded in the Deed Records of Carson County, Texas.

2.23 **“Property”** means all real estate included in the District.

2.24 **“Restrictions”** means the Declaration of Covenants, Conditions, and Restrictions placed on the Property and any amendments or modifications thereto.

Other terms used in these Bylaws, if not defined herein, are as defined in the Declaration.

### **Article 3**

#### **Purpose**

3.1 **Purpose.** The Association is organized and will be operated exclusively to act as agent for the Owners of the Property pursuant to the Declaration, and its purposes are:

(a) To make Assessments if:

- (1) no Assessments or inadequate Assessments are ever levied against the Property to pay for the Costs of the Enhanced Public Improvements;
- (2) the District is dissolved, terminated, or otherwise fails to function;
- (3) the annual budgets recommended by the District are inadequate; and,

(b) To enforce the Declaration, the Restrictions, and any rules made thereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules; and,

(c) To exercise all the rights, powers, and privileges and to perform all the duties and obligations of the Association as set forth in the Declaration; and,

(d) To affix, levy, collect and enforce payment of, by any lawful means, all charges or Assessments provided for by the terms of the Declaration; and, as agent, pay all expenses in connection therewith and all office and other expenses incident to conducting the business of the Association including all licenses, taxes, or governmental charges levied or imposed against the Property of the Association, if any, and to make disbursements, expenditures, and payments on behalf of the Owners as required by the Declaration and these Bylaws; and to hold as agent for Owners’ reserves for periodic repairs and improvements to be made as directed by Owners acting through the Board; and,

(e) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance, and administration of the affairs of the Association according to the Association Documents; and,

(f) Insofar as permitted by law, to do any other thing that, in the opinion of the Board, will promote the common benefit and enjoyment of Owners and occupants of the Property, or for operation or protection of the Association or for enforcement of the Declaration; and,

(g) To engage in any other lawful business under the provisions of the Texas Nonprofit Corporation Act.

3.2 **Use of Facilities**, All persons who use the facilities on the Property are subject to these Bylaws. The acquisition, lease, or rental of any Lot or the act of occupancy of any Lot will signify that these Bylaws are accepted, approved, and ratified and will be complied with.

## **Article 4**

### **Membership, Voting Rights, and Assessments**

4.1 **Membership and Voting in the Association**. Matters dealing with membership and voting are set forth in Article 2 of the Declaration, and those matters are incorporated herein as if repeated verbatim.

4.2 **Assessments**. Matters dealing with Assessments are set forth in Article 3 of the Declaration, and those matters are incorporated herein as if repeated verbatim.

## **Article 5**

### **Directors**

5.1 **Number of Directors**. The number of directors of the Association will be three unless changed by amendment of the Bylaws, but in no event will the number of directors be less than three or more than nine. As long as a Developer owns a Lot, one of the directors of the Association must be a Developer Director. Except for the Developer Director, the remaining directors must be elected at the annual meeting of the Members by a majority vote of the Members in Good Standing, except as provided in Paragraph 5.2, and all directors—except the Developer Director—must be Members in Good Standing. Each director—except the Developer Director—shall hold office until a successor is elected and qualified. The Developer Director will hold office as long as a Developer owns a Lot. If a director—other than the Developer Director—ceases to be a Member in Good Standing, his directorship shall automatically

terminate. Notwithstanding anything contained herein to the contrary, the President of the Association will always be a director.

5.2 **Vacancy and Removal.** Any vacancy occurring in the Board, except for the Developer Director, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board. A director elected to fill a vacancy will be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors must be filled at an annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose. Except for the Developer director, any other director may be removed from the Board, with or without cause, by a majority vote of the Members in Good Standing at an annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose.

5.3 **Management.** The business of the Association will be managed by its Board. The Board may exercise all powers of the Association and do all lawful acts and things which are not directed or required by statute or by the Association Documents to be exercised and done by Members.

5.4 **General Powers and Duties of the Board of Directors.** Article 4 of the Declaration sets forth the general powers and duties of the Board which are incorporated herein as if repeated verbatim.

## **Article 6**

### **Meeting of the Board**

6.1 **Place of Meeting of Board.** Meetings of the Board will be held in White Deer, Carson County, Texas, at such location as stated in the notice of the meeting or in a duly executed waiver of notice.

6.2 **First Meeting.** The first meeting of each newly elected Board will be held at the time and place as fixed by the vote of the Board.

6.3 **Annual Meetings of Board.** Annual meetings of the Board will be held at such place and hour as may be fixed from time to time by resolution of the Board. Should the scheduled meeting date fall on a legal holiday, then that meeting will be held at the same time on the day following the legal holiday. Written notice of annual meetings of the Board must be given to each director at least 10 days before the date of the meeting.

6.4 **Special Meeting.** Special meetings of the Board will be held when called by the president or by any two directors. Written notice of special meetings of the Board must be

given to each director at least three days before the date of the meeting. Neither the business to be transacted at, nor the purpose of any annual or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

6.5 **Quorum.** A majority of the directors will constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present will be the act of the Board. If a quorum is not present at any meeting of the Board, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

6.6 **Consent Without Meeting.** Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action taken is signed by all members of the Board.

6.7 **No Compensation.** The Directors of the Association will serve without compensation; however, directors may be reimbursed for actual expenses reasonable incurred in the performance of their duties.

## **Article 7**

### **Notices**

7.1 **Form of Notice.** Notices to directors and Members must be in writing and delivered personally or mailed to the directors or Members. Notice by mail will be deemed to be given when deposited in the United States Mail addressed to the Member or director at his address as it appears on the books of the Association, with postage prepaid. Notice to directors may also be given by telecopy and will be deemed to be given when electronic confirmation of transmittal of the telecopy is received.

7.2 **Waiver of Notice.** When any notice is required to be given to a Member or director under the provisions of any statute or the Association Documents, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated therein, will be equivalent to the giving of such notice.

7.3 **Attendance – Waiver.** Attendance of any Member or director at a meeting will constitute a waiver of notice of such meeting, except when 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.

7.4 **Notice of Covenants, Conditions, and Restrictions.** Any lot owner reported or found in violation of any of the covenants, conditions, or restrictions will be served by

registered mail, (Article 10.5), a notice of violation with a written description of said violation. The lot owner will then have 30 days from the date on the mail receipt to come into compliance or the H.O.A. can cause the violation to be corrected as per Article 3 of this document.

7.5 **Right to Appeal Reported Violation.** Any lot owner that has been served notice of a violation will have 15 calendar days from the time of the notice sent receipt to file a written appeal to the association board at which time it will be reviewed by a quorum of the board and acted on. If the action is not repealed, the 30 day compliance request will be enforced as per Article 3 and Article 10.3.

## **Article 8**

### **Officers**

8.1 **Officers.** The officers of the Association will consist of a president (*who must always be a member of the Board*), one or more vice presidents, a secretary, and a treasurer, each of whom must be elected by the Board. The offices of president and secretary may not be held by the same Person. To be an officer of the Association, a person must be an Owner or must have an ownership interest in a lot or lots.

8.2 **Election of Offices.** The Board shall elect the officers of the Association at its first meeting after each annual meeting of Members.

8.3 **Other Officers.** Other officers and assistant officers deemed necessary may be elected or appointed by the Board.

8.4 **No Compensation.** All officers of the Association will serve without compensation.

## **Article 9**

### **Meeting of Members**

9.1 **Administration.** The Members will constitute the Association which has the responsibility of administering and enforcing the Association Documents. If there is a dispute or disagreement between any Members relating to the Property or a question of interpretation or application of the provisions of the Association Documents, such dispute, disagreement, or question will be submitted to the Board except as otherwise provided in the Declaration. The decision by the Board will be binding on all Members.

9.2 **Place of Meeting of Members.** Meetings of the Members will be held in White Deer, Carson County, Texas, at such location as stated in the notice of the meeting or in a duly executed waiver of notice.

9.3 **Annual Meetings of Members.** Annual meetings of Members, commencing with the year 2013, will be held at 7:00 p.m. on a weekday designated by the Board during the months of September, October, November, and December.

9.4 **Election.** At the annual meeting of the Members, the Board will be elected by a majority vote of the Members in Good Standing and such other business may be transacted as is properly brought before the meeting. The election of the Board will be by secret ballot. The persons receiving the largest number of votes will be elected. Cumulative voting is not permitted.

9.5 **Special Meetings.** Special meeting of the Members may be called by the president or the Board and shall be called by the secretary upon written request of Members in Good Standing entitled to cast one-fourth of all the aggregate votes of the Members in Good Standing.

9.6 **Notice of Meetings.** Written notice stating the place, day, and hour of all meeting and the purpose for which the meeting is called shall be delivered not less than 3 days nor more than 30 days before the day of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member in Good Standing.

9.7 **Purpose of Special Meetings.** Business transacted at any special meeting of the Members must be confined to the purposes stated in the notice thereof.

9.8 **Quorum.** Developer plus Members in Good Standing holding 25.0% of the aggregate votes entitled to be cast by all Members in Good Standing represented at a meeting of the Members in person or by a legitimate proxy in a form approved by the Board will constitute a quorum at any legally constituted meeting of the Association. After the Conversion Date, the vote of Developer will no longer be required to constitute a quorum at any meeting of the Association. If, however, a quorum is not present or represented at any meeting of the Members, the Members in Good Standing present in person or represented by legitimate proxy will have power to set a date for another meeting and adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At the meeting after such adjournment at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

9.9 **Majority Vote.** The vote of the majority of the votes entitled to be cast by the Members in Good Standing present or represented by the legitimate proxy at a legally constituted meeting at which a quorum of Members in Good Standing is present will be the act of the Members, except where a vote by a greater percentage is required pursuant to other provisions of the Association Documents.

9.10 **Voting.** Each Member in Good Standing may cast as many votes as he is entitled to exercise under the terms of the Association Documents on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any member have been suspended according to these Bylaws or the Declaration. At each election for directors, every Member in Good Standing will have the right to cast as many votes as he is entitled to exercise under the terms of the Association Documents, in person or by legitimate proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote. Members are prohibited from cumulating their votes in any election for directors.

9.11 **Proxies.** A Member in Good Standing may vote in person or by proxy in a form acceptable to the Board and executed in writing by the Member in Good Standing or by his duly authorized attorney-in-fact. No proxy will be valid after five months from the date of its execution unless otherwise provided therein to be irrevocable, and in no event will it remain irrevocable for more than five months from the date of its execution.

9.12 **List of Members.** The officer or agent having charge of the corporate books will make, at least 3 days before each meeting of Members, a complete list of the Members in Good Standing entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each. The list will be available at the offices of the Association for inspection by each Member at least 3 days before such meeting. Such list will also be produced and kept open at the time and place of the meeting and will be subject to the inspection of any Member during the whole time of the meeting.

9.13 **Record Date.** The Board may fix in advance a date, not exceeding 30 days before the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of and to vote at any meeting and any adjournment thereof. Only the Members who are Members of record on the date so fixed will be entitled to notice. Only Members in Good Standing may vote at the meeting and at any meeting after adjournment thereof, notwithstanding any change of membership on the books of the Association after the record date.

9.14 **Consent Without Meeting.** Any act required by 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 written consent setting forth the action to be taken is signed by

all Members required to vote affirmatively with respect to the subject matter thereof. Such consent will have the same force as the required affirmative vote of Members.

9.15 **Order of Business.** The order of business at all meeting of the Members will be as follows:

- (a) roll call and certifying proxies;
- (b) announcement of a Quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading, or waiver thereof, and approval of the minutes of the previous meeting;
- (e) reports of officers;
- (f) reports of committees;
- (g) election of directors;
- (h) unfinished business
- (i) new business; and,
- (j) adjournment.

9.16 **Conflicts.** Any conflict between these Bylaws and the Articles will be resolved in favor of the provisions set forth in the Articles. Any conflict between these Bylaws and the Declaration will be resolved in favor of the provisions set forth in the Declaration.

## **Article 10**

### **General Provisions**

10.1 **Nominations.** The Nomination Committee shall meet before the annual meeting of the Members to nominate directors for election to serve on the Board. Nominations may also be made from the floor at the annual meeting. The Nomination 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 must be made from among Members in Good Standing.

10.2 **Report to Members.** When requested by Members in Good Standing entitled to cast at least 25.0% of the aggregate votes entitled to be cast by the entire membership, the Board must present written reports of the business and condition of the Association.

10.3 **Fiscal Year.** The fiscal year of the Association will coincide with the annual budget periods of the District and each 12-month period will constitute a fiscal year of the Association. If there is no annual District budget period, the fiscal year of the Association will be a calendar year.

10.4 **Evidence of Ownership.** Each Owner, on becoming an owner of a Lot, must furnish to the Association a true and correct copy of the original or a certified copy of the recorded instrument vesting that Person with an interest or ownership in the Lot, which copy will remain in the files of the Association. A Member will not be deemed to be in good standing nor will he be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

10.5 **Registration of Mailing Address.** Each Owner must furnish to the Association the name of a contact person with the Owner and a mailing address for receiving notices from the Association. Each Owner must notify the association of the name and address of all tenants or lessees of the Owner who may be occupying the Owner's Lot. It will be the responsibility of the advice the Owner (and a non-Owner occupant of a Lot, if any) to keep such information current and to advise the Association of any changes. The Owner or several Owners of a Lot must have only one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands, and all other communications, and such registered address will be the only mailing address of an Owner to be used by the Association. The registered address of an Owner will be deemed to be the mailing address of the Lot owned by the Owner unless a different registered address is furnished by the Owner to the Association within 30 days after transfer of title or after a change of address. The registration of the address must be in writing and signed by all Owners of the Lot or by te persons authorized by law to represent the Owner.

10.6 **Abatement and Enjoinment of Violations by Owners.** The breach of any provision in the Association Documents or the Declaration will give the board and its agents the right, in addition to any other rights set forth in the Association Documents or the Declaration:

(a) to enter the Lot in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any person, structure, thing, or condition that may exist contrary to the intent and meaning of the Association Documents and the Declaration, and the Board and its agents will not be deemed

guilty in any manner of trespass; and to expel, remove, and put out, using such force as may be necessary in so doing without being liable to prosecution or any damages therefor, and,

(b) to enjoin, abate, or remedy by appropriate legal proceeding the continuance of any breach.

## **Article 11**

### **Books and Records**

The books, records, and papers of the Association will always be available for inspection by any Member during reasonable business hours. Copies of the Association Documents may be purchased at reasonable costs.

## **Article 12**

### **Conflicting or Invalid Provisions: No Waiver of Rights**

12.1 **Conflicts**. Notwithstanding anything contained herein to the contrary, should all or part of the Bylaws be in conflict with the Texas Nonprofit Corporation Act or any other Texas law, such Act or law will control. Should any part of these Bylaw be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, will be valid and operative.

12.2 **No Waiver of Rights**. The omission or failure of the Association or any Member to enforce the Association Documents or the Declaration will not constitute or be deemed a waiver, modification, or release thereof, and the Association will have the right to enforce the same thereafter.

12.3 **Nonprofit**. The Association is a nonprofit corporation, without capital stock, organized solely for the purposes specified in Paragraph 3.1. No part of the net income of the Association will inure to the benefit of any Member or individual and no dividend will be paid and no part of the income of the association will be distributed to its directors or officers. No Member, member of the Board, officer, or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event will any part of the funds or assets for the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board, officer, or Member, but:

(a) a reasonable compensation may be paid to any Member, director, or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the association; and,

(b) any Member, director, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

12.4 **No Loans**. No loans will be made by the Association to its officers and directors, and any director voting for or assenting to the making of any loan, and any officer participating in the making thereof, will be jointly and severally liable to the Association for the amount of the load until repayment thereof.

## **Article 13**

### **Amendments**

These Bylaws may be altered, amended, or repealed at any meeting of the Members by a majority vote of the Members in Good Standing; but until the Conversion Date, no alteration, amendment, or repeal of these Bylaws will be effective without the written approval of the Developer and there may not be any amendment to these Bylaws which will remove the Developer Director while a Developer owns a Lot. If it is intended that these Bylaws be altered, amended, or repealed at a special meeting of the Members, notice of such proposed action must be contained in the notice of special meeting.

Date the

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Kent Kelp  
Developer

