Alamo Title Co. GF # Acco-21KJ

BYLAWS OF L.R. LAKEVIEW RANCH OWNERS ASSOCIATION

ARTICLE I.
NAME AND PRINCIPAL OFFICE

Section 1.1 Name. The name of the Corporation is L.R. LAKEVIEW RANCH OWNERS ASSOCIATION, hereinafter referred to as the "Association."

Section 1.2 Principal Office. The principal office of the Corporation shall be located at 14855 Blanco Rd., Suite 203, San Antonio, Texas 78216, but meetings of Members and Directors may be held at such places within Bexar County or any county adjacent to Bexar County as may be designated by the Board of Directors.

ARTICLE II.
DEFINITIONS

Section 2.1 "Association" shall mean and refer to L.R. LAKEVIEW RANCH OWNERS ASSOCIATION, a Texas nonprofit corporation, its successors and assigns.

Section 2.2 "Common Area" shall mean and refer to all real property to be owned and/or maintained and/or otherwise controlled by the Association for the common use and enjoyment of the Owners as more particularly described in the Declaration.

Section 2.3 "Declarant" shall mean and refer to HLH Developments, L.P., its successsors and assigns.

Section 2.4 "Declarant Control" shall mean that period of time beginning with the creation of the Association and ending with the expiration of the period of Class B membership.

Section 2.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions Lakeview Ranch Subdivision, applicable to the Properties and recorded at Volume 13624, Page 2072, *et seq.*, Official Public Records of Real Property of Bexar County, Texas.

Section 2.6 "Lot" shall mean and refer to all plots of land subjected to the Declaration, with the exception of the Common Area.

Section 2.7 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties (as defined below), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.9 "Properties" shall mean and refer to that certain real property made subject to the Declaration, and such additional property that may annexed thereto pursuant to Article II, Section 2.02 of the Declaration.

ARTICLE III.
MEETING OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of formation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date designated by the Board of Directors.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-tenth (1/10) of the membership.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice (postage prepaid, at least ten, but not more than, sixty days) before such meeting to each Member entitled to vote thereat, 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.

Section 3.4 Quorum. The presence at the meeting of absentee ballots, electronic ballots, and/or physical persons of Members entitled to cast (or of proxies entitled to cast) one-tenth of the votes, shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members and their proxies entitled to vote thereat shall have power to adjourn and reconvene the meeting from time to time, subject to the notice requirement of Section 3.3 above, until a quorum as aforesaid shall be present or be represented. At any such reconvened meeting following adjournment due to failure to obtain a quorum, the presence at the meeting of Members, their absentee ballots, electronic ballots and/or proxies entitled to collectively cast one-twentieth of the votes shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Declaration or these Bylaws

Section 3.5 Ballots and Proxies. At all meetings of Members, each Member may vote by absentee ballot, electronic ballot, in person or by proxy. All ballots and proxies shall written, signed and dated. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. The Board of Directors of the Association may designate an official ballot and/or proxy form, in which case only the official form shall be valid. Members shall be entitled to obtain from the Secretary as many official forms as they may request.

ARTICLE IV.
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 4.1 Number. The affairs of this Association shall be managed by a Board of three Directors. The number of Directors may be changed by amendment of these Bylaws of the Association. Notwithstanding the foregoing, until the election of Directors at the first annual meeting of the Members following the expiration of Declarant Control, the three initial mebers of the Board of Directors, or their successors, as provided in the Certificate of Formation, shall so serve.

Section 4.2 Term of Office. At the first annual meeting during which an election of Driectors is held (following expiration of Declarant Control), Members shall elect the entire Board of Directors as follows: one Director shall be elected for a term of one year, one Director shall be elected for a term of two years, and one Director shall be elected to a term of three years; thereafter, all Directors shall be elected for three year terms.

Section 4.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V.
NOMINATION AND ELECTION OF DIRECTORS; VOTING RIGHTS OF MEMBERS

Section 5.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 5.2 Election. Election to the Board of Directors shall be by written ballot or, if uncontested, by acclamation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 Qualification. Any person elected or appointed pursuant to the Certificate of Formation of the Association may serve as a Director, provided, however, that no person shall be eligible for election unless they are at the time of nomination an Owner of the Properties, as defined above.

Section 5.4 Voting Rights and Declarant Control. There shall be two classes of membership for purpose of voting on any Association matter. The Class A Members shall include each Owner (excluding Declarant) of a Lot within the Property and the Owners of Class A Lots shall have one (1) vote for each Lot owned. If there is more than one Owner of a Lot, the Owners shall decide amongst themselves how their one vote is to be cast; in the event they cannot agree their vote shall not be cast. The Class B Member shall be Declarant, and Declarant shall have three (3) votes for each Lot owned by Declarant. The Class B Membership shall convert to a Class A Membership when the Declarant has sold the last Lot owned by Declarant that is part of the Property that is subject to the Declaration. Declarant shall have the right to appoint and remove

all officers and directors of the Association until the earlier of (1) the end of Declarant Control, or (2) ten years from the date the Declaration was recorded, at which time at least one member of the Board of Directors shall be elected by members of the Association excluding Declarant

ARTICLE VI.
MEETINGS OF DIRECTORS

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least once each year, at such place within Medina County, Texas, and at such hour as may be fixed from time to time by the Board of Directors.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days notice to each Director, unless notice is waived in writing by each Director.

Section 6.3 Quorum. A majority of the number of Directors shall 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 shall be regarded as the act of the Board.

Section 6.4 Open Meetings.

During the Declarant Control Period, meetings of the Board need not be open to attendance by the Members, except for meetings conducted for one or more of the following purposes:

a. Adopting or amending the governing documents, including the Declaration, Bylaws, rules and regulations of the Association;
b. Increasing the amount of regular assessments of the Association or adopting or increasing a special assessment;
c. Electing non-developer Board members of the Association or establishing a process by which those members are elected; or,
d. Changing the voting rights of Members of the Association.

After expiration of the Declarant Control Period, meetings of the Board of Directors shall be open to attendance by the Members of the Association, subject to the right of the Board of Directors to adjourn a Board meeting and reconvene in closed executive session to consider:

a. Actions involving personnel;
b. Pending or threatened litigation;
c. Contract negotiations;
d. Enforcement actions;
e. Confidential communications with the Association's attorney;
f. Matters involving the invasion of privacy of individual owners; or
g. Matters that are to remain confidential by request of the affected parties and agreement of the Board.

If the Board adjourns an open meeting and reconvenes in closed executive session, following such executive session it shall announce an oral summary of any decisions made and expenditures approved in executive session, and shall include the summary in the minutes of the meeting. The summary must be in general terms, and shall not breach the privacy of any individual owner, violate any privilege, of disclose information that was to remain confidential at the request of the affected parties.

Section 6.5 Meeting Notices.

Directors shall be entitled to written notice of all meetings delivered at least seventy-two hours in advance.

Notice of (1) meetings of the Board of Directors that occur during the Declarant Control Period that are required to be open to the Members of the Association, and (2) all meetings of the Board of Directors that occur after the Declarant Control Period, shall be provided to the Members of the Association, including the date, hour, place, general subject of each meeting of the Board of Directors, and a general description of any matter that may be brought up for deliberation in executive session. The notice shall be:

(1) mailed to each property owner not later than the tenth day or earlier than the sixtieth day before the date of the meeting; or

(2) provided at least seventy-two hours before the start of the meeting by:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to Association's Members:

(i) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or

(ii) on any Internet website maintained by the Association or other Internet media; and

(B) sending the notice by e-mail to each owner who has registered an e-mail address with the Association. It is an owner's duty to keep an updated e-mail address registered with the Association.

Section 6.6 Actions Without Meeting.

The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners, 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 action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners, consider or vote on:

(1) fines;

(2) damage assessments;

(3) initiation of foreclosure actions;

(4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;

(5) increases in assessments;

(6) levying of special assessments; or

(7) a suspension of a right of a particular owner before the owner has an opportunity to attend a Board meeting to present the owner's position, including any defense, on the issue.

ARTICLE VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area 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 to use of Common Areas, if any, of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right may be suspended after notice and hearing for a period not to exceed sixty days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Formation or the Declaration.

(d) Enter into contracts with independent contractors or municipalities for police or security protection, fire protection, landscaping services, and sanitary services such as garbage collection.

(e) Employ a manager, independent contractors, attorneys, accountants, auditors, or such other employees as they deem necessary, and to prescribe their duties.

(f) Cause audited or unaudited reports of the business affairs of the Association to be prepared from time to time.

Section 7.2 Duties. It shall be the duty of the Board of Directors to:

(a) Keep a complete record of all its acts and corporate affairs, and to make those records available to the membership upon written request made in compliance with applicable law;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

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

(1) Fix the amount of the annual assessments against each Lot at least thirty days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each annual assessment period; and,

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

(d) 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. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association; and,

(f) Cause the Common Area to be maintained.

ARTICLE VIII.
OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, create by resolution.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members after expiration of Declarant Control.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one year unless he shall sooner resign 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 without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or 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 by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 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 of this Article.

Section 8.8 Duties. The duties of the officers are as follows:

(a) President. The President shall preside at meetings of the Board of Directors; shall see

that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.

(b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; certify official actions of the Association; and shall perform such other duties as required by the Board.

(c) Treasurer. The Treasurer shall 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; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an unaudited annual financial statement of the Association books to be prepared at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX.
BOOKS AND RECORDS

Section 9.1 The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection and copying by any Member, or their agent, accountant or attorney, pursuant to the requirements of Texas law, including, without limitation, Section 209.005, Texas Property Code. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X.
COMMITTEES

The Board shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI.
NO CORPORATE SEAL

The Association shall not be required to have a seal for any purposes.

ARTICLE XII.
AMENDMENTS

Section 12.1 These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of the Members present in person or by proxy. These Bylaws may also be amended by a vote of a majority of The Board of Directors.

Section 12.2 In the case of any conflict between the Certificate of Formation and these Bylaws,

the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII.
MISCELLANEOUS

Section 13.1 The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in each year, except that the first fiscal year shall begin on the date of formation and end on the last day of December of that year.

IN WITNESS WHEREOF, we, being all of the Initial Directors of L.R. LAKEVIEW RANCH OWNERS ASSOCIATION, have hereunto set our hands as of this _____ day of August, 2012.

HARRY HAUSMAN

MARY HOYT

JORDAN LOVE

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Harry Hausman, one of the Directyors of L.R. Lakeview Ranch Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 27 day of August, 2012.

Notary Public, State of Texas

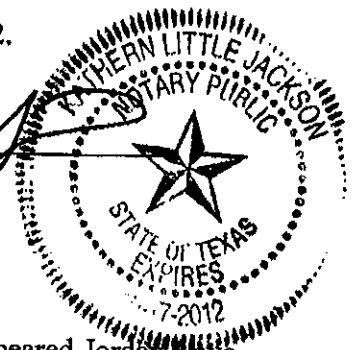
KATHERN LITTLE JACKSON NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-17-2012

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Mary Hoyt, one of the Directyors of L.R. Lakeview Ranch Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 27 day of August, 2012.

Notary Public, State of Texas



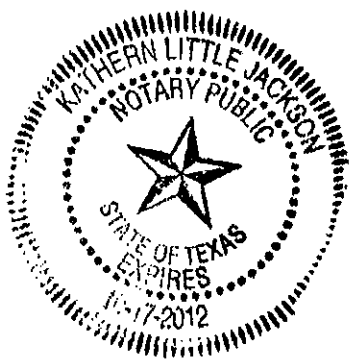
STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Jordan Love, one of the Directyors of L.R. Lakeview Ranch Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 27 day of August, 2012.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
L.R. Lakeview Ranch Owners Association
6391 DeZavala, Suite 223D
San Antonio TX 78249



Doc# 20120165977
Pages 11
08/28/2012 9:24AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees $52.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
08/28/2012 9:24AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Alamo Title Co. GF # ACCO 2 KT

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEVIEW RANCH SUBDIVISON

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

The Declaration of Covenants, Conditions and Restrictions for Lakevew Ranch Subdivision, executed August 1, 2008, and recorded at Volume 13624, Page 2072, *et seq.*, Official Public Records of Real Property of Bexar County, Texas, is hereby amended to read as follows:

I.

Article VI, Section 6.03 of the referenced Declaration is hereby amended to read as follows:

> Section 6.03 Voting Rights and Declarant Control. There shall be two classes of membership for purpose of voting on any Association matter. The Class A Members shall include each Owner (excluding Declarant) of a Lot within the Property and the Owners of Class A Lots shall have one (1) vote for each Lot owned. If there is more than one Owner of a Lot, the Owners shall decide amongst themselves how their one vote is to be cast; in the event they cannot agree their vote shall not be cast. The Class B Member shall be Declarant, and Declarant shall have three (3) votes for each Lot owned by Declarant. The Class B Membership shall convert to a Class A Membership when the Declarant has sold the last Lot owned by Declarant that is part of the Property that is subject to this Declaration. Declarant shall have the right to appoint and remove all officers and directors of the Association until the earlier of (1) the end of Declarant Control, or (2) ten years from the date the Declaration was recorded, at which time at least one member of the Board of Directors shall be elected by members of the Association excluding Declarant.

The foregoing was approved at a duly-called meeting of the membership of the Association by a vote of sixty-seven percent (67%) or more of the total votes allocated to Property Owners in the Association, as authorized by Section 209.004(h), Texas Property Code, as certified by the signatures of the President and Secretary of the Association below.

LR LAKEVIEW RANCH OWNERS ASSOCIATION, a non-profit corporation

By: _____
Harry Hausman, Its President

ATTEST:

Mary Hoyt

Mary Hoyt, Its Secretary

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Harry Hausman, acting on behalf of LR Lakeview Ranch Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 27 day of Aug, 2012.

Notary Public, State of Texas

KATHERN LITTLE JACKSON NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-17-2012

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Mary Hoyt, acting on behalf of of LR Lakeview Ranch Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 27 day of Aug, 2012.

Notary Public, State of Texas

KATHERN LITTLE JACKSON NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-17-2012

AFTER RECORDING RETURN TO:
LR Lakeview Ranch Owners Association
6391 DeZavala, Suite 223D
San Antonio TX 78249
5847001/1000643

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GERARD C. RICKHOFF
COUNTY CLERK
Fees $20.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
08/28/2012 9:24AM
COUNTY CLERK, BEXAR COUNTY TEXAS

