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**BYLAWS  
OF  
E R PROPERTY OWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION**

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**BYLAWS  
OF  
E R PROPERTY OWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the association is E R Property Owners Association, Inc. (the “**Association**”). The Association is a nonprofit corporation organized under the Texas Non-Profit Corporation Act. The principal office of the Association shall be located at 8101 Boat Club Road, Suite 330, Fort Worth, Texas 76179, but meetings of Members and directors may be held at such places within or without the State of Texas as may be designated by the Board of Directors of the Association (the “**Board**”).

**ARTICLE II  
PURPOSE AND PARTIES**

**Section 2.01. Purpose.** The purpose for which the Association is formed is to govern that certain real property situated in Tarrant County, Texas, described in that certain Declaration of Covenants, Conditions and Restrictions for Eagle Ranch (as the same may hereafter be amended, the “**Declaration**”), recorded by The Estates of Eagle Mountain, Ltd., a Texas limited partnership (“**Declarant**”) in Register DR93, Instrument D199275037, et seq., of the Deed Records of Tarrant County, Texas, said property, together with any other property hereafter made subject to the terms of the Declaration in accordance with the terms thereof, referred to in the Declaration and herein as the “**Property**.”

**Section 2.02. Parties.** All present or future Owners, tenants or future tenants of any Lot, or any other person who might use in any manner the facilities of the Property are subject to the provisions and the regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot, or the mere act of occupancy of a Lot, by any person or entity will signify that these Bylaws are accepted, approved, ratified, and will be complied with by such person or entity.

**ARTICLE III  
DEFINITIONS**

The definitions contained in the Declaration are incorporated herein by reference.

**ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS**

**Section 4.01. Membership.** Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on the part of such Owner, subject to the terms of the Declaration, the Articles of Incorporation, these Bylaws, and Association Rules. Membership in the Association (“**Membership**”) shall be appurtenant to and shall run with the Property interest which qualifies the Owner for Membership, and may not be separated from the interest of such Owner in and to any portion

of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however, that a Member's voting rights, as herein described, or privileges in Common Elements, or both, may be regulated or suspended as provided in the Declaration, these Bylaws, and/or the rules and regulations promulgated thereunder. No person or entity shall be a Member by reason of ownership of any easement, right-of-way, or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

**Section 4.02. Transfer.** Membership may not be severed from ownership of any portion of the Property nor may Membership in any way be transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new Owner thereof. Membership shall not be severed by the encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no force or effect. Any transfer of the fee title to a Lot shall automatically operate to transfer Membership to the new Owner thereof with respect to the Lot transferred. In the event an Owner should fail or refuse to transfer the Membership registered in such Owner's name to the transferee, the Association shall have the right to record the transfer upon its books and records.

**Section 4.03. Voting Rights.** Each Owner other than Declarant shall have, as a Member of the Association, a number of votes equal to the number of Assessments Points associated with all of the Lots owned by such Owner, as provided in the Declaration. Declarant shall have, as a Member of the Association, a number of votes equal to twenty (20) times the number of Assessment Points associated with all of the Lots owned by Declarant, as provided in the Declaration. Votes may be cast for all other matters to be voted on by the Owners pursuant to the Declaration and these Bylaws. Voting required pursuant to these Bylaws shall be the vote of all Owners, including Declarant, to obtain the majority (or other specified fraction or percentage required by these Bylaws or the Declaration) of the total eligible votes of the Association.

**Section 4.04. Multiple Owner Votes.** Where there are multiple Owners of a Lot, it is not intended by any provision of the Declaration or these Bylaws that each of said Owners shall be entitled to cast the votes allocated to such Lot nor may fractional votes be cast. For example, where three persons own a Lot, they shall jointly be entitled to vote the one vote allocated to such Lot and shall not be entitled to cast a full vote each. When more than one person or entity owns the interest or interests in and to any Lot, as required for Membership in the Association, each and every person or entity shall be a Member, and the votes for any such Lot as allocated by Assessment Points shall be exercised as they, among themselves, collectively determine and they shall designate one person to cast the vote or execute a written consent, as applicable. The Owners of such Lot will notify the Association, in writing, of the person so designated. Such notice will not be valid unless signed by all Owners of such Lot. The Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Association.

If such Owners are unable to agree among themselves as to how the votes for their Lot shall be cast, such Owners shall forfeit the right to vote on the matter in question. If more than one person or entity purports to exercise the voting rights with respect to any such Lot on any matter in question, none of such votes shall be counted in tabulating votes on such matter and the votes for such Lot shall be deemed void.

**Section 4.05. Suspension of Voting Rights.** The voting rights of any Member may be suspended by the Board for any period during which any assessment levied by the Association remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment. The voting rights of any Member

may also be suspended by the Board for a period not to exceed sixty (60) days for an infraction of the rules and regulations set forth in the Declaration.

**Section 4.06. Quorum, Notice and Voting Requirements.**

(a) Any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of all Owners, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than thirty (30) days following the first meeting.

(c) 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 a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each Member, 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.

(d) Except as specifically set forth in these Bylaws, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and the Declaration, as the same may be amended from time to time.

**Section 4.07. Annual Meeting.** The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association. Thereafter, annual meetings shall be set by the Board so as to occur not later than ninety (90) days after the close of the Association's prior fiscal year. The time and place of all annual meetings shall be determined by the Board. The Board shall give written notice of the place of holding of the meeting to all Members.

**Section 4.08. Special Meetings.** Special meetings of the Members may be called at any time by Declarant, by the President, by the Board, or upon the written request for a special meeting from Members who are entitled to vote at least sixty percent (60%) of the outstanding votes of the Members, regardless of class.

**Section 4.09. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting. Proxies shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt by the Secretary of notice of the death or judicially declared incompetence of such Member. Unless otherwise provided in the proxy, no proxy shall be valid after the expiration of eleven

(11) months from the date thereof unless otherwise provided therein, except that the maximum term of any proxy shall be three (3) years from the date of execution.

**Section 4.10. Action Without Meeting By Written Ballot.** Any action which may be taken by the Members at a regular or special meeting, other than the election of directors, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by a sufficient number of Members as would be necessary to take that action at a meeting at which all of the Member were present and voted. Prompt notice of the taking of any action by the Members without a meeting by less than unanimous written consent shall be given to all Members who did not consent in writing to the action.

## **ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

**Section 5.01. Number.** The affairs of this Association shall be managed by a Board of not less than three (3) directors (herein, the “**Board**”), all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner. The number of directors may be changed by amendment of these Bylaws, but may not be less than three (3) directors. The members of the initial Board or their successors, shall serve until the first annual meeting of the Members.

**Section 5.02. Term of Office.** At the first meeting, the Members, voting regardless of class, shall elect two (2) directors for a term of one year each and one director for a term of two (2) years. At each annual meeting thereafter, the Members, voting regardless of class, shall elect to replace those directors whose terms have expired. With the exception of the two directors elected at the first meeting to serve for a term of one year, all directors shall serve for a term of two (2) years.

**Section 5.03. Removal.** The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes. Any individual director may be removed from the Board, with or without cause, prior to the expiration of such director’s term of office by a vote of Members holding a majority of the votes.

**Section 5.04. Vacancies.** Vacancies on the Board shall be filled subject to the following provisions:

(a) Vacancies by Death or Resignation. In the event of the death or resignation of a director, a successor director shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of such director.

(b) Vacancies by Removal. Vacancies created by the removal of a director shall be filled only by a vote of Members holding a majority of the votes. Such director shall serve for the unexpired term of the removed director.

(c) Vacancies by Increase in Directorships. Any vacancy to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

**Section 5.05. Indemnification of Officers and Directors.** The Association shall indemnify directors, officers, employees and agents of the Association to the extent required and permitted by the Texas

Non-Profit Corporation Act, as the same may hereafter be amended from time to time. The Association may purchase and maintain insurance on behalf of any director or officer or may enter into other arrangements, such as creating a trust fund, establishing a form of self-insurance, or establishing a letter of credit, guaranty or surety arrangement, in connection with indemnification of directors and officers; provided, however, that in no event shall the grant of a security interest or other lien on the assets of the Association ever be given to secure an indemnity obligation under this Section 5.05.

**Section 5.06. Compensation and Loans.** No director shall receive compensation for any service such director may render to the Association. However, directors shall be reimbursed for actual expenses incurred in the performance of their duties of office. No loans may be made by the Association to any officer or director of the Association.

## **ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS**

**Section 6.01. Nominations.** Nominations for election to the Board 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, and two (2) or more Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days 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 and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it in its discretion shall determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner.

**Section 6.02. Election of Board.** The initial Board shall be set forth in the Articles of Incorporation of the Association. The first election of the Board shall be conducted at the first meeting of the Association. All positions on the Board shall be filled at that election. Thereafter, directors shall be elected by Members at the annual meeting. At such elections the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VII MEETINGS OF DIRECTORS**

**Section 7.01. Regular Meetings.** Regular meetings of the Board shall be held quarter-annually at such place within or without the State of Texas, and at such hour, as may be fixed from time to time by resolution of the Board. If the meeting date falls upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday. Notice of the agenda and place of meeting shall be delivered either personally, by mail, by telephone, telegraph or facsimile communication equipment to the Board members not less than four (4) days prior to the meeting. However, notice of a meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.



**Section 7.02. Special Meetings.** Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all directors by mail not less than three (3) days prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

**Section 7.03. Quorum.** A majority of the total number of directors constituting the Board shall constitute a quorum for the transaction of business. Every act performed or decision 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 7.04. Open Meetings.** All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**Section 7.05. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, disciplinary matters, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**Section 7.06. Action Without Meeting and Telephone Meetings.** The Board may take actions without a meeting if all of its members consent in writing to the action to be taken and may hold duly called meetings between directors by conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting shall constitute presence in person at such meeting, except where a person participates in such 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. Further, the Board may take actions without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of directors as would be necessary to take that action at a meeting at which all of the directors were present and voted. Prompt notice of the taking of any action by directors without a meeting by less than unanimous written consent shall be given to all directors who did not consent in writing to the action.

## **ARTICLE VIII GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 8.01. Powers and Duties.** The affairs of the Association shall be conducted by the Board. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the following powers, exercisable if, as and when the Board, in its sole discretion, deems necessary:

- (a) To take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws by appropriate means and carry out the obligations of the

Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, including, without limitation, such litigation as may be necessary to collect Assessments (including Fines) and foreclose liens for which provisions are made in the Declaration, the promulgation and enforcement of Association Rules which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire, own, hold, control, administer, manage, operate, regulate, care for, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber, pledge or otherwise deal in or with real or personal property (or any interest therein, including easements) which is, or by acquisition by the Association shall become Common Elements, and all facilities, improvements and landscaping thereon, subject to and in accordance with the provisions of the Declaration;

(c) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(d) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and Common Elements;

(e) To borrow such money as may be reasonably required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Declaration and these Bylaws, which borrowing may be secured by assignment or pledge of the Association's assets, including the Association's rights against delinquent Owners to the extent deemed advisable by the Board;

(f) To own, deal with, and take action to protect and defend, Common Elements and other property of the Association from loss or damage by suit or otherwise and to sue and defend in any court of law on behalf of the Association or one or more of its Members;

(g) To create, establish, maintain and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all Common Elements, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, deems necessary or appropriate;

(h) To make, establish, promulgate, publish, amend, repeal and reenact and enforce such Bylaws and Association Rules as the Board deems to be in the best interest of the Association and its Members, for the protection, operation and governance of (i) the use of Common Elements, (ii) any and all aspects of the Association's functions and (iii) for the development, sale and operation of the Property and portions thereof and interests therein;

(i) To keep books and records of the Association's affairs; to make an unaudited annual report available (within one hundred twenty (120) days after the end of each fiscal year) to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

(j) To elect the officers of the Association, as provided in these Bylaws;

(k) Subject to terms and provisions of the Declaration, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Association, to assess the Members in proportionate amounts to cover the deficiency;

(l) To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;

(m) To enter into contracts with any sub-association established for a Subdivision within the Property for the billing and collection of assessments imposed by such sub-association with respect to common elements within such Subdivision that are exclusive to such Subdivision, so as to provide a common mechanism for billing and collection of all assessments within the Property;

(n) To enter into a contract with The WaterFront Homeowners Association, Inc. ("**The WaterFront Homeowners Association**"), established pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The WaterFront, recorded in Volume 13016, Page 0476, Deed Records of Tarrant County, Texas, to permit the members of The WaterFront Homeowners Association to use designated Common Elements of the Property pursuant to Association Rules and, if the Board so elects, to collect from The WaterFront Homeowners Association a fee for such use;

(o) To suspend the voting rights of any Owners who have failed to pay their assessments or who have otherwise violated the Declaration, these Bylaws or Association Rules;

(p) 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 twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class.

(q) To fill vacancies on the Board, in accordance with Section 5.04(a) hereof;

(r) Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Elements and to provide such other services and tasks the responsibility for which has been expressly or impliedly delegated to the Association pursuant to the Declaration or these Bylaws;

(s) To enter at any time in an emergency, without prior notice, or in a nonemergency, after twenty-four (24) hours' written notice, without being liable to any Owner, upon any Lot and into any Improvements thereon for the purpose of enforcing the Declaration or for the purpose of maintaining or repairing any Improvement or facility to conform to the Declaration, and the expense incurred by the Association (or Declarant, as the case may be) in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot

entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in the Declaration for Assessments. The Association and Declarant shall each have the power and authority from time to time, in their own names and on their own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Declaration. The Association or Declarant is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suits against Declarant, its successors or assigns;

(t) To pay all expenses associated with the management and administration of the business and affairs of the Association and all other expenses for which provision is made in the Declaration, including, without limitation, to pay all expenses associated with the ownership and operation of Common Elements;

(u) To establish, levy, impose, enforce and collect Assessments as provided in the Declaration;

(v) To advance, promote and enhance the health, safety and general welfare of the Members of the Association and the residents of Subdivisions within the Property generally;

(w) To provide public or quasi-public services to be provided to Subdivisions. To itself provide equipment, facilities and personnel for or to contract with an independent contractor for such public or quasi-public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents of Subdivisions; and

(x) To preserve, protect, maintain and enhance the appearance and natural beauty of Common Elements and Subdivisions generally.

## **ARTICLE IX OFFICERS AND THEIR DUTIES**

**Section 9.01. Enumeration of Officers.** The officers of the Association shall be as follows:

- (a) A President, who shall at all times be a member of the Board;
- (b) A Vice President, who shall at all times be a member of the Board;
- (c) A Secretary, who may or may not be a member of the Board;
- (d) A Treasurer, who may or may not be a member of the Board; and,
- (e) Such other officers, who may or may not be members of the Board, as the Board may from time to time by resolution create.

**Section 9.02. Multiple Offices.** The offices of President and Secretary may not be held by the same person. The functions and the titles of the offices of Treasurer and Vice President may be performed and held by the President and/or the Secretary.

**Section 9.03. Election of Officers.** At its organizational meeting following the incorporation of the Association, the directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

**Section 9.04. Term.** The officers shall be elected annually by the Board and each shall hold office for one year unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve.

**Section 9.05. Special Appointments.** The Board may elect such other officers or appoint such other agents 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 9.06. Resignation and Removal.** Any officer may be removed from office by the Board with or without cause. 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 9.07. 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 replaced officer.

**Section 9.08. Duties.** The duties of the officers are as follows:

(a) President. The President shall (i) preside at all meetings of the Board; (ii) see that orders and resolutions of the Board are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) perform such other duties as may be required by the Board.

(b) Vice President. The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act; and (ii) exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; (ii) keep the corporate seal; of the Association and affix it on all papers requiring said seal, (iii) serve notice of meetings of the Board and of the Members; (iv) keep appropriate current records showing the Members of the Association together with their addresses; and (v) perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse such funds as directed by resolution of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required by the Board.

**ARTICLE X  
COMMITTEES**

If permitted by the Declaration, The Board and/or the Declarant shall appoint an Architectural Control Committee, as provided in the Declaration. The provisions of the Declaration specifically setting forth the rights, duties, obligations, responsibilities and liabilities of the Architectural Control Committee and its members shall control the functions of the Architectural Control Committee. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE XI  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the name of the Association.

**ARTICLE XII  
BOOKS AND RECORDS**

**Section 12.01. Inspection by Members.** The Membership register, books of account and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Member's interest, at the office of the Association or at such other place as the Board may designate.

**Section 12.02. Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and,
- (c) Payment of the cost of reproducing copies of requested documents.

**Section 12.03. Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association. The rights of inspection by a director includes the right to make extra copies of documents.

**ARTICLE XIII  
ASSESSMENTS**

The provisions of the Declaration specifically setting forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments are incorporated herein by reference for all purposes.

**ARTICLE XIV  
AMENDMENTS**

These Bylaws or the Articles of Incorporation may be amended by the Declarant, acting alone and whether or not Declarant has voting control of the Association, at any time prior to December 31, 2014. Thereafter, Declarant, acting alone, may amend these Bylaws for so long as Declarant holds at least sixty percent (60%) of all eligible votes of the Association. After December 31, 2014, if Declarant no longer holds at least sixty percent (60%) of the eligible votes of the Association, these Bylaws and the Articles may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, as provided in Section 4.06 of these Bylaws, of at least sixty percent (60%) of the number of eligible votes entitled to be cast in the Association.

**ARTICLE XV  
MISCELLANEOUS**

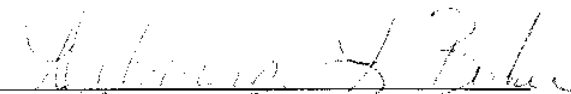
**Section 15.01. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

**Section 15.02. Interpretation.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the laws of the State of Texas governing nonprofit corporations, the laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and nonconflicting documents, such being the intent thereof.

**CERTIFICATION**

I, the undersigned, am the duly elected and acting Secretary of E R Property Owners Association, Inc. , a Texas nonprofit corporation, and I do hereby certify that the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of the 26th day of October, 1999, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

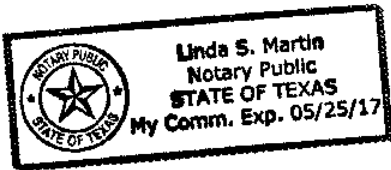
**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of said corporation as of this 26th day of October, 1999.

  
Secretary

THE STATE OF TEXAS    )  
COUNTY OF TARRANT    )

Before me, the undersigned authority, on this day personally appeared Robert L. Parker, Secretary of Eagle Ranch Property Owners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11th day of June, 2014.



Linda S. Martin  
Notary Public, State of Texas

Linda S. Martin  
Printed Name

My Commission Expires: 5-25-17

*AFTER RECORDING RETURN TO:*

*E R PROPERTY OWNERS ASSOCIATION, INC.  
8200 Boat Club Rd., Suite 100  
Fort Worth, TX 76179*



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

E R PROPERTY OWNERS ASSOCIATION INC  
8200 BOAT CLUB RD STE 100  
FORT WORTH, TX 76179

Submitter: E R PROPERTY OWNERS  
ASSOCIATION INC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 6/25/2014 3:35 PM

Instrument #: D214133363

OPR 17 PGS \$76.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D214133363

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.