

**AMENDED AND RESTATED BYLAWS OF
SCENIC HILLS COMMUNITY ASSOCIATION, INC.**

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**AMENDED AND RESTATED BYLAWS
OF SCENIC HILLS COMMUNITY ASSOCIATION, INC.**

WHEREAS, ON OR ABOUT April 21, 1983, Raymond S. Wiltshire, Michael Smalley and James G. Miglior, as directors of SCENIC HILLS COMMUNITY ASSOCIATION, INC., adopted the Bylaws of SCENIC HILLS COMMUNITY ASSOCIATION, INC. (the "Original Bylaws"); and

WHEREAS, the Original Bylaws provide that they may be altered, amended or rescinded at a regular or special meeting of the Members of the Association by a majority vote of greater than 50 percent of the total entitled possible votes present in person, by proxy, or by absentee ballot. A quorum is defined in Article II, Definitions as contained in the Covenants; and

WHEREAS, the Association on behalf of all of its Members desires to consolidate, simplify, amend and restate the provisions of the Original Bylaws and any Bylaws relating to the corporation known as SCENIC HILLS - PHASE I COMMUNITY ASSOCIATION, INC.; and

WHEREAS, at a Membership meeting held on May 24, 1990, these amended and restated Bylaws were approved by a majority vote of a quorum of the Members present in person or by proxy at such meeting; and

WHEREAS, at a Membership meeting held on March 19, 2008, a Second Amendment to the Bylaws of the Scenic Hills Community Association was approved by a majority vote of a quorum of the Members present in person or by proxy at such meeting; and

WHEREAS, at Membership meetings held on March 26, 2009, these amended and restated Bylaws were approved by a majority vote of a quorum of the Members present in person or by proxy at such meeting; and

WHEREAS, the amendments approved at the Membership meetings held on March 26, 2009 are now included within this Amended and Restated Bylaws for the Association, which in the interest of clarity, reflects all amendments to the Original Bylaws, as set forth above, up to the date of this Amendment; and

WHEREAS, at Membership meetings held on May 26, 2015, these amended and restated Bylaws were approved by a majority vote of a quorum of the Members present in person or by proxy at such meeting; and

WHEREAS, the amendments approved at the Membership meetings held on May 26, 2015 are now included within this Amended and Restated Bylaws for the Association, which in the interest of clarity, reflects all amendments to the Original Bylaws, as set forth above, up to the date of this Amendment; and

WHEREAS, it shall be publicly known that the provisions of the Texas Property Code shall, where conflicts exist, supersede the articles contained herein; and,

WHEREAS, the amendments approved at the Membership meetings held on September 26, 2023 are now included within this Amendment, which in the interest of clarity, reflects all amendments to the Original Declaration, as set forth above, up to the date of this Amendment;

NOW, THEREFORE, the Association does hereby publish and declare that the following Amended and Restated Bylaws for the Association are hereby adopted, and shall, in all matters, amend any Bylaws with respect to SCENIC HILLS – PHASE I COMMUNITY ASSOCIATION, INC.

ARTICLE I NAME AND LOCATION

The name of the corporation is Scenic Hills Community Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 4820 Scenic Drive, Schertz, Texas, 78108, but meetings of Members and directors may be held at such places within Guadalupe County or any adjacent county as may be designated by the Board of Directors after due notice as required by the Texas Property Code.

ARTICLE II DEFINITIONS

- Section 1.** "Association" shall mean and refer to Scenic Hills Community Association, Inc., its successors and assigns.
- Section 2.** "Board" shall mean and refer to the "Board of Directors" of the Association.
- Section 3.** "Common Area" shall mean and refer to all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- Section 4.** "Declaration" shall mean and refer to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Scenic Hills applicable to the Properties, and as the same may be amended from time to time, recorded in the Real Property Records of Guadalupe County, Texas.

- Section 5.** “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties whether intended for attached or detached housing.
- Section 6.** “Member” shall mean and refer to those persons entitled to Membership in the Association as provided in the Declaration.
- Section 7.** “Owner” shall mean and refer to the record Owner or the personal representative of the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Lot and Unit which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 8.** “Properties” shall mean and refer to that certain real property as described in the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Scenic Hills, as it may be amended from time to time and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 9.** “Unit” shall mean and refer to any building, or portion thereof in the case of a multifamily building, on the Properties which is designed and intended for use and occupancy as a single-family residence.
- Section 10.** All other terms defined in the Declaration shall have the same meaning when used herein.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. An Annual Meeting of the Members shall be held during the first calendar quarter of each year on the date and at such time and place as the Board designates. While “Annual Meeting of Members” is the correct title, this meeting is also often referred to as the Annual Meeting, the Annual Open Meeting, or the Annual Board of Directors Meeting.

The purpose of the Annual Meeting of Members is to conduct the election of Board Members and any other business identified by the Board. It typically occurs in March. These meetings are open meetings – that is, Members may participate by speaking out when recognized during the meeting and by voting. The President has the authority to suspend participation if the meeting becomes out of order. The Annual Meeting of Members is open to all residents of Scenic Hills but only Members may vote. Notice of these meetings is given as described below. Minutes are to be taken at these meetings and maintained by the Secretary. The minutes are approved by the Members at the next Meeting of Members.

Section 2. Special Meetings. Special Meetings of the Members for any stated purpose may be called at any time by the President or by the Board of Directors. They may also be called upon written request of the Members holding one-fourth (1/4) of all the votes entitled to be cast.

Section 3. Notice of Meetings. Written notice of each Meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting. 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 (as dictated by the Texas Property Code).

- (a) Notice of any meeting called for the purpose of taking any action authorized under Section 3, 4, or 5 of Article IX of the Master Declaration of Covenants, Conditions and Restrictions (which cover assessments) shall be given to all Members as required by Texas Property Code. Notice may be given in any of the following ways:
- Mailing a copy of the notice addressed to the Member’s address last appearing on the books of the Association or supplied by such Member to the Association.
 - Delivering a copy of the notice to the Member’s residence either electronically, by mail or utilization of clips designed for delivery of Association documents.

- (b) Notice of all other meetings shall be given as specified by the Texas Property Code in advance of such meeting to each Member by the same procedure as in this Section, (a) above.
- (c) Delivery of notice pursuant to subsection (a) to any Co-owner of a Lot, or a Lot and Unit, shall be effective for all Co-owners of such Lot or Lot and Unit unless otherwise requested by a Co-owner. If notice to additional Co-owners is required or desired, the Co-owner must request such notification in writing to the Association Secretary or Association Manager. The address to which such notice is to be sent or delivered must be provided at the time of the request.
- (d) Notice of Meetings of Members at which voting of Members occurs must be given not later than the 10th day or earlier than the 60th day before the date of the election or vote.
- (e) Meeting will not be scheduled or held on legal holidays. Special Meetings may be conducted on holidays if emergency or critical situations exist requiring immediate action.

Section 4. Quorum. A quorum shall be established based on the number of Association Members present and the number of absentee and proxy voters certified by the Association Secretary at the initiation of the Annual Meeting of Members or any Special Meeting. That total must be greater fifty percent (50%) of the number of Members listed on the Secretary's file of Association Members for the quorum requirement to be met.

If the required quorum is not met, there shall be no business conducted except to adjourn to another time when a quorum might be met.

Further, if the required quorum is not met, another meeting may be called subject to the same notice requirement. The required quorum at the subsequent meeting is also based on the number of Association Members present and the number of absentee and proxy voters certified by the Association Secretary. For the subsequent meeting, that total must be greater than one-third (1/3) of the number of Members listed on the Secretary's file of Association Members for a quorum to be met. The subsequent meeting shall be held within sixty (60) days of the preceding meeting.

Section 5. Voting. At all meetings of Members, each Member may vote in person, by proxy, or by absentee ballot (which could include electronic voting). All voting shall be done by signed ballot. The office will provide the ballots. The voter may return their signed ballot(s) in person, or by mail (including email) prior to the meeting. To be valid and counted of record, absentee ballots must be signed and received prior to the scheduled start of the meeting. No absentee ballots received after the scheduled start of the meeting shall be counted towards the election results.

Section 6. Majority Vote. The actions approved by a majority of the eligible votes cast at a meeting at which a quorum is established shall constitute the actions of the Members, except when approval by a greater or different voting majority is required by the Declaration, the Articles of Incorporation or these Bylaws.

Section 7. Voting Members. At any voting of the Members of the Association, the Owner or Owners of a Lot shall collectively cast one ballot. The Owner or Owners of a Lot and Unit shall collectively cast a second ballot. The second ballot may or may not reflect the same choice(s) as the first ballot. In no case shall the number of ballots cast exceed the number of Lots and Units, nor shall any split of a single ballot be allowed.

- (a) If a Lot or Lot and Unit is owned by a corporation, the officer, agent or employee entitled to cast the vote of the corporation shall be designated in a letter for this purpose, signed by the president or vice-president of said corporation, and filed with the Secretary of the Association and/or the Association Manager.
- (b) A non-resident Owner of a Lot or Lot and Unit may designate someone to vote on his/her behalf. This designation shall be done in a letter for this purpose, filed with the Secretary of the Association.

- (c) If a Lot and Unit is owned by family members who are not residents of Scenic Hills, they may allow the resident family member to vote for them by filing a letter to that intent with the Secretary of the Association stating the name(s) of those entitled to vote.

Section 8. Waiver of Notice. An Owner may waive notice of any Annual or Special Meeting of Members by a written statement either before, at or after such meeting. Attendance by an Owner, or their designated voting Member, at a meeting shall also constitute a waiver of notice of the time, place and purpose of the meeting.

Section 9. Determination of Membership. For the purpose of determining the person entitled to notice under any provision of these Bylaws, the Articles of Incorporation or the Master Declaration of Covenants, Conditions and Restrictions, and for the purpose of determining those persons entitled to vote at any meeting of the Association, Membership and eligibility to vote shall be as shown on the books of the Association as of the date set by the Board, which date shall not be more than fifty (50) days prior to the date of such meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Directors who shall be Members of the Association. The number of directors may be changed from time to time by amendment to these Bylaws, but shall always be an odd number, and may not be less than three (3), nor more than nine (9).

Section 2. Term of Office. At each Annual Meeting of Members an election shall be held, as described in Article V of these Bylaws, to elect the directors for a term of three (3) years to succeed those whose terms have expired. A Director shall continue in office until his successor shall be elected and qualified, unless he dies, resigns, is removed, or becomes otherwise disqualified to serve.

Section 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, their successor shall be appointed by a majority of the remaining members of the Board and shall serve as a member of the Board until the expiration of the term of the member being replaced. An appointed Director is eligible to be a candidate for election at the next regular election of Board of Directors.

Section 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.

Section 5. Action Taken Without a Meeting. In an emergency, deemed to be so by the President, the Board of Directors shall have the right to take action by email, phone, or text to absent Board members. Any action taken in such circumstance shall have the same effect as though taken at a meeting of the Board.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Each year during December, prior to the Annual Meeting of Members, the Board of Directors shall choose a sitting Board member or a resident to chair a Nominating Committee. The chair shall choose other Members to assist in creating a list of candidates for Board Membership. Members of the Association shall be invited to nominate themselves. The committee shall inform each candidate of the duties, responsibilities and rights of Board Membership.

Each candidate shall be asked to submit a statement listing his or her qualifications to serve as a Board Member, which statement shall be published in the March edition of *The Scene*. A resident meeting will be held before the scheduled election at which the candidates may state their qualifications for office and answer questions as posed by the Community at large.

Section 2. Election. The Board shall choose a Member who is not a current Board member and not a member of the Nominating Committee to head an Election Committee. The chair shall choose other Members to assist in running the election. The Election Committee shall run the election and see to the counting of all votes. All tabulations of ballots shall be conducted by the Election Committee and management company (if used). Further, these tabulators will operate under the guidance of the Election Committee Chair.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Monthly Meetings. In addition to the Annual Meeting of Members and Special Meetings of Members, the Board shall conduct Regular Monthly Meetings (also called Monthly Meetings). The purpose of the Regular Monthly Meeting is to keep the Community informed about the activities and decisions of the Board, as well as publicly vote on actions that require public voting.

These are meetings open to the Community, but they are not open meetings – that is, the Community is invited to observe but they do not participate unless the President suspends the meeting for open discussion and then reconvenes the meeting after the discussion. While typically held monthly, they may be canceled at the discretion of the Board during busy seasons (holidays, heavy vacation schedules, etc.). They are required to be held at least six months out of the year (not including the Regular Annual Meeting).

Regular Monthly meetings are open to all Scenic Hills residents. Notice of these meetings is required to be given 144 hours in advance of the meeting. Minutes are to be taken at these meetings, approved by the Board at the following meeting, and maintained by the Secretary.

Section 2. Working Sessions. The Board may meet in closed session throughout the year as they deem necessary to accomplish the business of the Board. Minutes are not required to be kept or maintained from these meetings. Decisions made during these meetings that are required to be public (such as decisions related to contractual matters) are made public during the next Regular Monthly Meeting and if necessary, voted on at that meeting.

Section 3. Quorum. For Board of Directors meetings, quorum is based on the number of Directors present. 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 in person or electronically at a duly held, meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waiver of Notice. Notwithstanding any provision of these Bylaws as to notice, a director may waive notice of any meeting before, at or after such a meeting. Attendance at a meeting by a director shall also act as a waiver of notice thereof.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) adopt and publish Standard Policies & Procedures governing the use and security of the Common Area and facilities, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. This power must not conflict with the Texas Property Code or other applicable State of Texas legislation.

- (b) suspend a Member's right to use of the Common Area during any period in which such Member shall be in default in the payment of any assessment levied by the Association after notice has been given.
- (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 Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (e) employ or contract for such employees as they may deem necessary and to prescribe their duties;
- (f) authorize the execution of any easement as provided in Article IV of the Articles of Incorporation, or other assignment, conveyance or transfer of property of the Association, real, personal or mixed, except where Member consent or approval is expressly required by the terms of the Declaration, the Articles of Incorporation or these Bylaws;
- (g) authorize expenditures to fund the cost of the expenses of the Association in exercising its powers and carrying out its duties, including, without limitation, the repair or replacement of existing facilities and equipment. Expenditures for a new capital item costing over \$7,500 must be approved in advance by a vote of the Membership. Expenditures on capital items less than \$7,500 may be approved by the Board of Directors.

A vote to approve an expenditure over \$7,500 may occur at meeting of Members (Regular Annual Meeting or Special Meeting) for which an agenda has been provided that specifically identifies the upcoming vote. Notice for the meeting shall be given at least 144 hours in advance. A majority vote of the quorum of Members is necessary for the expenditure to be approved.

Section 2. Duties. It shall be the duty of the Board to:

- (a) cause to be kept correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board of Directors, and committees having any authority of the Board of Directors. A Member of the Association, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose at the expense of the Member. The Board of Directors shall also cause a triennial review of the Association Reserve. The Board will on a triennial basis, hire and oversee an update of the Reserve by a registered Reserve Specialist.
- (b) supervise all officers, agents and employees of this Association, and ensure that their duties are properly performed;
- (c) cause to be prepared and adopt an annual operational and reserve budget for the ensuing year at least 3 days before the end of the fiscal year. This Budget shall project and make all allowance for all reasonable anticipated expenses for the upcoming year. Reasonable allowances shall be made for contingencies. These allowances may include an allocation for the Reserve and to put in place a process to assure the Reserve Fund remains more than seventy-five percent (75%) funded within a 2-year period. The annual allocation to the Reserve will be provided by the Board of Directors to the Budget Formulation Committee for inclusion in the annual budget. Any increase in assessment fees of more than 5% shall be as limited by the Master Declaration of Covenants, Conditions and Restrictions, Article IX, Section 3.

The Budget shall be delivered to all Members of the Association immediately after it is adopted by the Board.

At an Association Meeting set by the Board prior to the last day of November, the Board shall present the Budget and explain to the Members the purpose of each part of it, shall answer any reasonable questions and shall listen to suggestions.

If the Board is so persuaded, it can then make adjustments to the Budget, provided it does not increase the Budget and it remains balanced.

Neither the Board's failure to timely adopt the budget nor the failure to give a copy thereof to the Owners shall be deemed a waiver, modification or a release of the Owners from their continuing duty to pay their annual assessments at the duly established rates.

- (d) as more fully provided in the Declaration, to:
- (i) fix the amount of the annual assessment against each Lot, or Lot and Unit, subject to assessment in advance of each annual assessment period;
 - (ii) send notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
 - (iii) take such action against any Lot or Lot and Unit, or Owner of any Lot or Lot and Unit, for which assessments are not paid within 30 days after due date as is provided for in the Declaration or in these Bylaws.
- (e) issue or to cause an appropriate officer to issue, upon demand by any Owner, a certificate setting forth whether or not any assessment levied against such Owner's property 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;
- (f) procure and maintain adequate liability and hazard insurance on property owned by the Association
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) cause the Common Area and other land for which the Association is obligated for maintenance by the Declaration to be maintained; and
- (i) perform such other functions and duties as may be provided by the Declaration or the Article of Incorporation and not expressly reserved to the Members.

Section 3. Power to Enforce Restrictions and Standard Policies & Procedures. The Association, through the Board of Directors, has the power and the duty to conduct disciplinary proceedings against Members of the Association for rules violations. Disciplinary actions authorized will include the levying of fines where warranted.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. Officers must be Members of the Association. The officers of this Association shall be as follows:

- a President, who shall at all times be a member of the Board of Directors,
- a Vice-President, who shall at all times be a member of the Board of Directors,
- a Secretary, who is not required to be a member of the Board of Directors,
- a Treasurer, who is not required to be a member of the Board of Directors,
- and such other officers as the Board may from time to time by resolution create.

Section 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.

- Section 3. Term.** The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until his successor is duly elected and qualified unless he shall sooner resign, be removed, or be otherwise disqualified to serve.
- Section 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 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board of Directors. 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 the 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 6. Vacancies.** A vacancy in any office may be filled by election by the Board during a Monthly Board Meeting. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.
- Section 7. Multiple Offices.** No person shall simultaneously hold more than one office.
- Section 8. Duties.** The duties of the officers are as follows:
- (a) **President.** The President shall be the chief executive officer of the Association and shall have all of the powers and duties that are usually vested in the office of a president of a corporation. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall exercise such powers and discharge such other duties as may be required of him by the Board.
 - (b) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of his absence or inability or refusal to act, and shall exercise such powers and discharge such other duties as may be required of him by the Board.
 - (c) **Secretary.** The Secretary shall, with the assistance of the Lodge Manager and/or HOA management company, record the votes and keep the minutes of all meetings and proceedings of the Board and other Members; keep the corporate seal of the Association and affix it on all papers requiring such seal; 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; perform all other duties incident to the office of a secretary of a corporation; and shall exercise such powers and discharge such other duties as required by the Board.
 - (d) **Treasurer.** The Treasurer shall, with the assistance of the Lodge Manager and/or HOA management company, receive and cause to be deposited in appropriate bank accounts all monies of the Association providing for the separation of operational and reserve funds.

The Treasurer will maintain proper books of account and present a record of expenditures to the Membership at its Monthly Board Meetings and the Annual Meeting. Financial statements will be available both electronically in the current resident online space and in hardcopy in the Financial Read Book at the Lodge office.

A copy of the annual report will be provided to each Member electronically, or in hardcopy if requested.

The Treasurer shall perform all other duties incident to the office of a treasurer of a corporation and exercise such powers and perform such other duties as required by the Board. The Treasurer shall also serve as Chair of the Financial Management and Business Advisory Committee. These additional duties are described in the Commission of the Treasurer as approved by the Board of Directors.

Section 9. Duties Fulfilled by Manager. The Board shall hire a Manager who will manage the day-to-day operations of the Association. The Manager may hire additional staff with the approval of the Board. The Manager shall be in charge of all other employees. The Manager shall follow and uphold all Standard Policies & Procedures and decisions by the Board, and shall be directed only by the President of the Association or a person designated by the Board of Directors.

ARTICLE IX COMMITTEES

Multiple standing committees serve the Scenic Hills Community. A complete list with contact information is made available to all residents.

The Board shall name a single chairperson for each committee within the following guidelines:

- Committee Chairpersons must be a resident of the Community.
- The Architectural Control Committee may not be chaired by a current Board member, a current Board Member's spouse, or a person residing in a current Board Member's household, nor be a Member of the committee.
- The Financial management and Business Advisory Panel (FMBA) is always chaired by the Association Treasurer.
- *The Scene* committee is typically chaired by the editor of *The Scene*. The Board shall name the editor.

The Board shall name chairpersons of temporary committees. All committee chairpersons will create their own committees as needed. Committee members are not required to be Members of the Association. The Board may remove any chairperson and place another resident as chairperson at any time. The names or designations of the various committees are subject to change when appropriate and approved by the Board of Directors.

ARTICLE X RECORDS AND AUDITS

Section 1. Duties Records and Reports. The Board shall cause to be kept records with detailed accounts of the receipts and expenditures of the Association and produce periodic reports in writing of such receipts and expenditures. Such records and other papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member in the presence of a Member of the Board. The Board will use its best efforts to facilitate such inspections, providing such inspections do not unreasonably divert Association employees from their normal duties. Furthermore, the Master Declarations, Covenants, Conditions and Restrictions, the Articles of Incorporation 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.

Section 2. Audits. The Board shall have the books of the Association audited at such intervals as they deem appropriate, but not less often than once every three years. Such audits and reviews shall be conducted under the supervision of a professional accountant who is not a Member of the Association nor related to or with a vested interest in the Association. A review of financial books of the Association will be conducted during the intervening years.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a lien upon the property against which the assessment is made.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner or Owners may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, by the partial or complete maintenance of his own lawn and shrubs or abandonment of his Lot, or Lot and Unit.

ARTICLE XII CORPORATE SEAL

The Association may have a seal. If a seal is used, it shall be in circular form having within its circumference the words: Scenic Hills Community Association, Inc.

ARTICLE XIII AMENDMENTS

Section 1. These Bylaws may be altered, amended or rescinded at a regular or special meeting of the Members by a majority vote of a quorum of Members in good standing present in person or by absentee ballot. All amendments and other business items to be voted on at the Annual Meeting or other Association meetings must be presented to the Membership at least two weeks prior to the meeting or as provided for under the Texas Property Code.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV DECLARATION OF USE RIGHTS

Subject to the provisions of Section 15 of Article VI of the Declaration, in the event an Owner shall rent his Lot, or Lot and Unit, or sell it pursuant to contract for deed, the tenant or contract purchaser shall only be entitled to exercise the Owner's right of enjoyment as to the Common Areas if such right is specifically delegated in writing by the Owner, and a copy of such instrument is filed with the Secretary of the Association. During the period of time such rights have been delegated, the Owner shall not be entitled to the use of the Recreational Facilities. Such delegation shall be in accordance with the Declaration and all rules and regulation of the Association.

ARTICLE XV FISCAL YEAR

The fiscal year of the Association shall coincide with the calendar year.

These Amended and Restated Bylaws of Scenic Hills Community Association, Inc. have been adopted at a special meeting of the Members of the Association held on September 26, 2023 by a majority vote of Members present in person or by proxy at such meeting.

IN WITNESS WHEREOF, SCENIC HILLS COMMUNITY ASSOCIATION, INC., acting by and through its duly authorized officers, has executed this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions.

SCENIC HILLS COMMUNITY ASSOCIATION, INC.

BY: [Signature]
Gregory Sebold, President

BY: [Signature]
Sandra J. Hovatter, Secretary

STATE OF TEXAS §

§

COUNTY OF GUADALUPE §

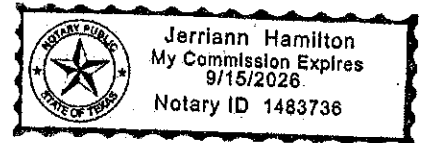
Before me, the undersigned notary public, on this day personally appeared Gregory Sebold known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 17th day of November, 2023.

AFTER RECORDING RETURN TO:

Scenic Hills Community Association, Inc. : 4820 Scenic Drive : Schertz, Texas 78108

*And Sandra J. Hovatter
3/1*



[Signature]
Jerriann Hamilton

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Honorable Teresa Kiel, Guadalupe County Clerk

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Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION
AND SHALL REMAIN A PART OF THIS INSTRUMENT.**

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**STATE OF TEXAS
GUADALUPE COUNTY**

**I hereby certify this instrument was FILED and RECORDED in the OFFICIAL
PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.**



Teresa Kiel
Teresa Kiel
Guadalupe County Clerk
Guadalupe County, TX