

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

*Rose Pietsch*

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FEE: \$86.00

**ROSE PIETSCH, County Clerk  
Bastrop, Texas  
BYLAWS 201709734**

AFTER RECORDING RETURN TO:



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**AMENDED AND RESTATED BYLAWS  
OF  
PINE FOREST PROPERTY OWNERS ASSOCIATION, INC.**  
(a Texas non-profit corporation)

**2017 Amended and Restated Bylaws of Pine Forest Property Owners Association  
A Non-Profit Corporation  
Bastrop, Texas**

**Article 1. Offices**

Principal Office

1.01 The principal office of the Corporation in the State of Texas shall be located in the City of Bastrop, County of Bastrop.

1.02 The Corporation shall have an continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office as required by the Texas Non-Profit Corporation Act. The registered office may be but need not be identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

**Article 2. Members**

Classes of Members

2.01 The corporation shall have one class of members. The qualifications and rights of the members shall be as follows: Every person or entity who is the owner of a fee interest or an equitable title in any lot of Pine Forest shall be a member of the Corporation. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee or vendee. The equitable title of the member to whom a duly executed contract has been delivered shall supersede the title of the grantor of vendor and shall subsume the record title of such vendor selling under a contract. Failure to close on a contract or repossession for any reasons of a lot sold under contract shall terminate the vendee's membership, whereupon all rights to such membership shall revert to the vendor.

Voting Rights

2.02 Members shall be all the owners as defined in Section 2.01 of this Article. Members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section 2.01 as shown by the records of the Corporation as of the last day in the third month preceding the next membership annual meeting or any lot for which they present evidence of ownership at the meeting. When more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they shall among themselves determine and agree, but in no event shall more than one (1) vote be cast with respect to any such lot.

Membership and voting rights shall be determined by one or more Board members upon check in by owners at an owners meeting. The check in shall be accomplished by reference to the member's name on the spreadsheet of owners names and addresses maintained by the Board and by reference to any document or evidence he or she might present as described below.

(a) For purposes of determining voting rights in the case of claimed equitable title the following rules shall apply:

(i) Possession of a contract at check in which identifies the purchaser, the seller or sellers, and the subject property or lots shall be evidence of delivery of the contract and shall be sufficient evidence of equitable title for the purposes of voting the subject lot or lots, unless there is an expiration date, a closing date or other deadline found within the written contract that has passed, in which case the older of the expired contract must produce a deed in order to vote the subject lot or lots.

(ii) In the case of a land contract which runs for a term longer than one year, possession of the contract at the first such meeting attended shall be sufficient and continuing evidence of equitable title, and reversion to the fee owner must be shown at check in by documents evidencing nonpayment, eviction or abandonment of the premises by the contract holder.

(iii) Aside from the criteria set forth in (i) and (ii) above, the Board may not consider arguments between parties about breach of contract, such as might be litigated in a court of law, as altering the voting rights of parties to a contract delivered but in dispute.

(b) For purposes of applying the requirement of agreement among multiple owners holding interests in a lot on how the lot is to be voted, the following rules shall apply:

(i) In the case of a married couple, or other arrangement in which two people lodging at the same address are owners of a lot agreement by both owners shall be presumed if one such owner signs a proxy or appears at a meeting and votes, and such presumption shall be overturned only if the other owner of the same lot appears at the meeting and protests the vote or the other owner revokes the proxy of such other spouse or residence sharing partner by subsequent letter or email to the Board.

(ii) In every other case of multiple owners, whether they be individuals, corporations, partnerships, LLCs, trusts or governments, a proxy or vote cast by an individual purporting to represent multiple owners must be evidenced by a written instrument, presented upon check in, which sets forth the name of each owner and is signed by each owner or its chief executive officer or trustee, and clearly indicates consent to vote in a particular way on a particular agenda issue, or otherwise grants proxy power to a particular stated owner or representative of that owner.

## Article 3. Meeting of Members

### Annual Meeting

3.01 An annual meeting of members shall be held on the first Saturday of February in each year at a time determined by the Board of Directors for the purpose of electing directors and for the transaction of other business as may come before the Corporation. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding Saturday. If the election of directors shall not be held on the day designated herein for any annual meeting, or any recess or adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as possible. Any candidate nominated to fill a Board seat must accept the nomination and agree to serve either in person at the meeting or by affidavit filed in advance of the meeting if absent.

### Special Meeting

3.02 Special meetings of the members may be called by the President, the Board of Directors, or by a written signed petition of not less than one-tenth (1/10<sup>th</sup>) of the members having voting rights.

### Place of Meeting

3.03 The Board of Directors may not designate any place other than Bastrop County as the place of meeting for any annual members meeting or for any special meeting of members called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be at the First National Bank, 489 Highway 71 West, Bastrop, Texas.

### Notice of Meetings

3.04 Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered, either personally, by email, or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In case of a special meeting or when required by statute or these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the members at the address as it appears on the records of the Corporation, with postage thereon prepaid.

### Proxies

3.05 At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his or her duly authorized attorney-in-fact. A proxy

form will be provided by the Board in its notice of the annual meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

### Voting

3.06 Where directors are to be elected by members, such election may be conducted at a meeting or by email with voting to be accomplished over a secure socket layer through the PFPOA website in such manner as the Board of Directors shall determine.

## Article 4. Board of Directors

### General Powers

4.01 The affairs of the Corporation shall be managed by its Board of Directors. Except as herein specified, the decision of the majority of the directors at a meeting in which a quorum exists shall be binding.

### Number, Tenure, and Qualifications

4.02 The number of Directors shall be five (5). The number of Directors may be increased or decreased from time to time by the vote of the membership to modify the Bylaws. Directors can be removed from office, with or without cause, by a majority vote of the members at the annual meeting or at any special meeting of the members. The term of the Directors shall be for a period of two (2) years. The terms of office will be staggered. No more than one (1) member of a family unit may serve as a director. A member of a family unit is a member of the same household located in the Pine Forest Subdivision, and would further exclude, without regard to household, more than one (1) member of a family from serving as a director, including spouses, siblings, and children.

### Regular Meetings

4.03 A regular annual meeting of the Board of Directors may be held immediately after and at the same place as the annual meeting of members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board.

Notice of all additional Board Meetings, to include the general subject of a regular or special Board Meeting, including a general description of any matter to be brought up in deliberation in executive session, will be provided at least 72 hours before the start of the meeting by:

(a) posting the written notice in a conspicuous manner at a place reasonably designed to provide notice to property owners, OR

(b) posting the notice on an internet site maintained by the Association or its agent, and sending the notice by email to each owner who has registered an email address with the association.

The Association shall maintain on its internet site a place for residents to register their email address.

Members are hereby advised that Texas Property Code § 209.0051(f) requires them to register their email address with the Association and update it from time to time. Failure to do so will likely result in said member not receiving notice of meetings.

### Special Meetings

4.04 ~~[DELETED] Special meetings of the Board of Directors without owner notice may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix any place within Bastrop County as the place for holding any special meetings of the Board called by them, or such meeting may, pursuant to Section 209.0051 of the Property Code, be held by conference call in which all directors constituting a quorum may participate and hear, and any such special meeting may be conducted without notice to owners as described in section 4.03, above, but only if the meeting does not consider or vote on:~~

- ~~(a) fines;~~
- ~~(b) damage assessments;~~
- ~~(c) initiation of foreclosure actions~~
- ~~(d) initiation of enforcement actions other than temporary restraining orders or violations involving a threat to health or safety;~~
- ~~(e) increases in assessments;~~
- ~~(f) levying of special assessments;~~
- ~~(g) appeals from a denial of architectural control approval; or~~
- ~~(h) 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.~~

### Quorum

4.05 A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at

said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

#### Manner of Acting

4.06 The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

#### Vacancies

4.07 In the event of a vacancy on the Board prior to expiration of the term of office for a Director, the Board may appoint an interim Director to serve only until the next annual meeting or special meeting of the members. At the next annual meeting or special meeting of the members, the members shall vote for a Director to fill a vacancy created by meetings of the members and the Director so elected shall serve for the balance of the term of the office for the vacated seat.

#### Compensation

4.08 Directors shall not receive any stated salaries for their services, but nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

#### Informal Action by Directors

4.09 ~~[Deleted] Any action required by law to be taken at a meeting of directors or any action which may be taken at a meeting of directors may be taken without a meeting, provided that the meeting subject matter restrictions of section 4.04 above are satisfied if a consent in writing setting forth the action so taken shall be signed by all of the directors.~~

#### Appeals from Decisions of the Architectural Control Committee

4.10 A member may appeal any action or decision of the Architectural Control Committee ("ACC") pertaining to such member's lots or lots to the Board by sending an Email to the President and Vice President of the Board at the email address set forth for such purpose on the Association's web site, or by an oral or written request made to the Chairman of the ACC. A developer of lots within Pine Forest shall be considered a member for this purpose during the development period, as defined in the applicable Declaration on file with Bastrop County.

All such appeals shall be heard by the Board within ten (10) days of the request, at a scheduled regular Board meeting if such request is received between the 11<sup>th</sup> and 3<sup>rd</sup> day before such scheduled regular meeting of the Board; otherwise a special meeting shall be called for the purpose of hearing the appeal within ten (10) days after the request. No appeal shall be granted

on any request received more than thirty (30) days after the ACC action or decision complained of.

The Member requesting the appeal and the members of the ACC shall appear at the hearing and present their plans, evidence, concerns and views. The decision of the Board shall be final. The Board shall have the sole power to enforce the decisions of the ACC and any decision on appeal through fines, assessments, or litigation in conformity with the requirements of Chapter 209 of the Texas Property Code.

The Chairman of the ACC may, at his or her initiative, bring before the Board at any regularly scheduled meeting any novel question or problem for an advisory opinion prior to taking action but need not be bound by such opinion in taking such action.

## **Article 5. Officers**

### Officers

5.01 The officers of the Corporation shall be a President, one Vice President, a Secretary, and a Treasurer. The same person may not hold more than one office.

### Election and Term of Office.

5.02 The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

### Removal

5.03 Any officer elected or appointed by the Board of Directors may be removed by a vote of the majority of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

### Vacancies

5.04 A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

### President

5.05 The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He or she



shall preside at all meetings of the members and of the Board of Directors. He or she may sign, with the Secretary, Treasurer, or any other proper officer of the Corporation authorized by the Board of Directors any deeds, mortgages, bonds, contracts, releases of lien for Pine Forest Property Owners Association, Inc. fees that are paid, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the Corporation, and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

#### Vice President

5.06 In the absence of the President or in the event of his or her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or Board of Directors.

#### Treasurer

5.07 If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 8 of the bylaws; give all notices in accordance with the provisions of these bylaws or as required by law; keep a register of the post office address and email address of each member which shall be furnished by each member and, in general, perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

#### Secretary

5.08 The Secretary shall keep the minutes of the meeting of the members and of the Board of Directors in one or more books provided for that purpose; be custodian of the corporate records; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

## **Article 6. Committees**

6.01 Committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof. Any members thereof may be removed by the person or person authorized to appoint such member whenever in his or her judgment the best interests of the Corporation shall be served by such removal.

### Term of Office

6.02 Each member of a committee shall continue as such until the next annual meeting of the members of the Corporation and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member is removed from such committee, or unless such member shall cease to qualify as member thereof.

### Chairs

6.03 One member of each committee shall be appointed chair by the person or persons authorized to appoint the members thereof.

### Vacancies

6.04 Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

### Quorum

6.05 Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

### Rules

6.06 Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

### Reporting Requirements

6.07 Each committee shall report to the Board of Directors as directed.

## **Article 7. Architectural Control Committee**

7.01 The lot owners in all subdivisions shall as hereinafter provided elect a single committee of five (5) members to be known as the Pine Forest Architectural Control Committee (hereinafter referred to as the Committee). Each candidate for election to the Committee must be an owner in some section of Pine Forest. Each lot owner shall be entitled to one (1) vote for each whole lot or one (1) vote for each whole lot contained within a building site. The results of such election or any subsequent election shall be determined on the basis of the majority of votes cast by members voting in each election.

7.02 The term of each member of the committee shall last four (4) years. The Committee shall hold its election each year concurrently with the annual meeting of members of the Association, if the term of any Committee member has expired. At each annual meeting of members, the members of the Committee shall elect one of their members Chair of the Committee, which Chair shall have all of the executive powers over Committee activities and responsibilities.

7.03 Upon the death, resignation, or inability of any member of the Committee to serve, the remaining members of the Committee, by vote of a majority thereof, shall fill the vacancy by appointment for the balance of the term or office for the vacant seat. All costs of mailing notices and holding the elections shall be paid for by the Corporation.

7.04 A majority of the members of the Committee shall have the power to remove any Committee member who consistently fails to participate in the permit process, the inspection of the subdivisions for violations and other activities of the Committee. In the event that a Committee member is removed, a majority of the remaining Committee members shall have the power to appoint a replacement Committee member to serve until the next annual members meeting.

## **Article 8. Contracts, Checks, Deposits, and Funds**

### **Contracts**

8.01 By a majority vote, the Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to a specific instance.

### **Checks and Drafts**

8.02 All checks, drafts, or orders for the payment of money, notes, or other evidenced of indebtedness issued in the name of the Corporation shall be signed by such office or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of

Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice President of the Corporation.

#### Deposits

8.03 All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

#### Gifts

8.04 The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

### **Article 9. Books and Records**

#### Records

9.01 The Treasurer shall keep correct and complete books and records of accounts, and the Secretary shall keep minutes of the proceedings of its members, Board of Directors, and committees having any authority of the Board of Directors. The Secretary or Treasurer shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any Member or his or her agent or attorney for any proper purpose at any reasonable time. The books, records, and minutes shall be delivered to the newly elected officers at the annual meeting.

#### Retention

9.02 The following records shall be maintained for the periods of time indicated below:

- (a) Formation documents, bylaws, CCRs – permanently
- (b) Financial – 7 years
- (c) Owner account records – 5 years
- (d) Contracts with a one year term or more – 4 years from the date of termination
- (e) Board meeting minutes – 7 years
- (f) Tax returns and audit – 7 years

- (g) ACC permits – 7 years

#### Production and Copying

9.03 Upon receipt of a written request by certified mail from a member or the member's authorized representative describing the information or records to be inspected or copied and conforming to the requirements of Property Code § 209.005, the Association shall make the records requested available pursuant to the terms thereof, within the time allotted therein, and shall otherwise comply with such provisions of Texas Property Code § 209.005, including the withholding of certain confidential member information described therein.

Further, the Association itself or by and through its agent or manager, shall charge as follows when it is required to produce records accordingly:

- (a) \$25 per hour if clerical staff performs the compilation/production task;
- (b) \$75 per hour if a manager performs the compilation/production task;
- (c) The prevailing billing rate for an attorney, CPA or other third party profession if they perform the compilation/production task;
- (d) A minimum hourly charge for compilation/production task shall be two hours;
- (e) \$.10 per photocopy;
- (f) \$.50 per PDF or other image file;
- (g) \$1.00 per CD or \$3.00 for DVD; and
- (h) Any required postage.

The aforementioned amounts shall be increased annually by the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the U.S. Bureau of Labor and Statistics (1967=100) starting January 2013, or its replacement index if publication of the CPI-U is discontinued.

To the extent that the aforementioned charges may exceed those allowed by current or future law, the charges shall be reduced to the legal maximum limit.

Members may be required to pay an estimated cost in advance of the compilation/production and copying process with a final reconciliation to be prepared after the compilation/production and copying is performed. Any costs over the amount prepaid by the member may be charged to the member's account as an assessment. Any overpayment by the member shall be promptly refunded.

## **Article 10. Fiscal Year**

10.01 The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

## **Article 11. Dues**

### **Dues, Fees, Charges and Assessments**

11.01 The Board of Directors may determine from time to time any fees, charges, or assessments due pursuant to the restrictions, covenants and conditions of Pine Forest Property Owners Association, Inc. recorded in the Deed Records of Bastrop County, Texas.

### **Collections Policy**

#### **11.02 Delinquent Member Accounts**

Members that are delinquent in the payment of any amount, prior to referral to an attorney for collection of the same, shall be notified by certified mail, return receipt requested, of the amount due to the association supported by an itemization of same, notice of the Member's option to enter into an alternative payment schedule based on the Association's policy of record, and their right to a period of thirty (30) days to cure the delinquency before further collection action is taken.

The amount of the delinquency that triggers the aforementioned notice shall be determined by the Board from time to time.

If thirty (30) days after sending the notice pursuant to paragraph 1 above, the delinquent member has not cured the delinquency or entered into a payment plan under section 11.03 below, the account shall be referred to the Association's attorney for collection of all delinquent amounts. At that time, the delinquent member shall be responsible for all reasonable and necessary attorney fees associated with the collection of the delinquent amount.

### **Delinquent Payment Plans**

11.03 The Association hereby adopts the following guidelines for past due amounts from members.

Any member that is delinquent in the payment of any amount may enter into a payment plan with the association.

No member shall be entitled to enter into a payment plan if such member was in violation of any payment plan with the Association in the previous two-year period prior to the request for payment plan.

Payment plans shall be for a period not to exceed three (3) months, shall include all amounts owed by the member, shall include all amounts that will come due during the term of the plan, shall include all amounts for the cost of the administration of the payment plan as indicated in the last paragraph below, and each payment thereunder shall be equal.

After a member is notified of a delinquency in the payment of amounts due the Association, the member shall have a period of thirty (30) days within which to request a payment plan. A payment plan will be prepared and delivered to the member within said thirty (30) day period. The member must execute and return the payment plan along with the first payment due under the plan within said thirty (30) day period.

If the member does not execute and deliver the payment plan to the Association within said thirty (30) day period. It shall be conclusively presumed that the owner does not elect to enter into a payment plan and no further alternative payment schedules shall be offered.

Any payment return for insufficient funds shall be a breach of the payment plan agreement.

Members shall be responsible for all legal fees with the preparation of the payment plan agreement, which shall not be less than \$200, as well as the administrative costs of the management company, which shall not be less than \$25 per payment under the payment plan.

#### **Article 12. Waiver of Notice**

12.01 Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### **Article 13. Amendments to Bylaws**

13.01 The Association Bylaws may be altered, amended, in whole or in part, or repealed and new Bylaws may be adopted by a vote of the members at any annual or special meeting of the members if at least 72 hours written notice is given of an intention to alter, amend or repeal the Association Bylaws or to adopt new Bylaws at any annual or special meeting of the members. The Board of Directors is expressly prohibited from amending or repealing any bylaws.

**SECRETARY'S CERTIFICATE**

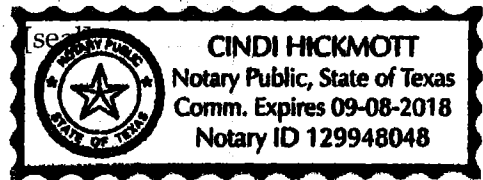
The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Pine Forest Property Owners Association, Inc., a Texas nonprofit corporation (the "Association"), and that the foregoing is a true and correct copy of the Amended Bylaws of Pine Forest Property Owner Association, Inc., a Texas nonprofit corporation, which incorporates certain revisions that have been approved and adopted by the Board of Directors.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 28<sup>th</sup> day of June, 2017.

*Oakley Miley Akers Jr*  
Print Name: OAKLEY MILEY AKERS JR  
Title: Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on this 28<sup>th</sup> day of June, 2017, by Oakley Miley Akers Jr, Secretary of the Pine Forest Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said non-profit corporation.



*Cindi Hickmott*  
Notary Public Signature