

**[NAME OF ASSOCIATION]
HOMEOWNERS ASSOCIATION**

BY-LAWS

Table of Contents

I.	PURPOSE	3
II.	DEFINITIONS AND INTERPRETATION	3
III.	MEETING OF MEMBERS	4
	3.1 Annual Meetings	4
	3.2 Special Meetings	4
	3.3 Place of Meetings.....	4
	3.4 Notice of Meetings	4
	3.5 Quorum	4
	3.6 Proxies	5
	3.7 Voting Rights.....	5
	3.8 Order of Business	5
	3.9 Motions.....	5
	3.10 Adjourned Meeting	5
IV.	BOARD OF DIRECTORS.....	6
	4.1 Number	6
	4.2 Term of Office	6
	4.3 Removal and Vacancies	6
	4.4 Compensation	6
	4.5 Action Taken Without a Meeting	6
	4.6 Powers and Duties	6
	4.7 Additional Powers and Duties.....	6
	4.8 Committees.....	7
	4.9 Nomination.....	7
	4.10 Election	8
V.	MEETINGS OF DIRECTORS	8
	5.1 Regular Meetings	8
	5.2 Special Meetings.....	8
	5.3 Telephone Meetings.....	8
	5.4 Waiver of Notice.....	8
	5.5 Quorum	8
VI.	OFFICERS	8
	6.1 Designation.....	8
	6.2 Election of Officers.....	9
	6.3 Term	9
	6.4 Special Appointments	9
	6.5 Resignation and Removal.....	9
	6.6 Vacancies.....	9
	6.7 Multiple Offices	9
	6.8 Offices	9
	(a) President	9
	(b) Vice President	9
	(c) Secretary	10
	(d) Treasurer.....	10
	6.9 Assistant Officers	10
VII.	OBLIGATIONS OF THE OWNERS	10
	7.1 Fees and Assessments	10
	7.2 Use of the Common Area	10
	7.3 General	10
VIII.	BOOKS AND RECORDS	10

IX.	ASSESSMENTS	11
X.	AMENDMENTS TO BY-LAWS	11
XI.	MORTGAGES	11
	11.1 Notice to Association.....	11
	11.2 Notice of Unpaid Assessments	11
XII.	ACTIONS WITHOUT MEETINGS.....	11
	12.1 Consent to Action.....	11
	12.2 Notice of Action.....	11
XIII.	NON-PROFIT ASSOCIATION.....	12
	13.1 Non-Profit Purpose.....	12
	13.2 Filing of Papers.....	12
XIV.	INDEMNIFICATION	12
	14.1 Definitions	12
	14.2 Indemnification	13
	14.3 Successful Defense	13
	14.4 Determinations	13
	14.5 Payment of Expenses.....	14
	14.6 Other Indemnification and Insurance	14
	14.7 Notice.....	14
	14.8 Invalidity.....	14
	14.9 Continuing Offer, Reliance, etc.	15
	14.10 Effect of Amendment	15
XV.	MISCELLANEOUS	15
XVI.	CERTIFICATION	15

[NAME OF ASSOCIATION]
HOMEOWNERS ASSOCIATION

BY-LAWS OF HOMEOWNERS ASSOCIATION

I. PURPOSE

The _____ [insert name of the homeowners association] Homeowners Association (hereinafter referred to as the "**Association**") is organized and shall be operated exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws.

The primary purposes of the Association are: to own, lease, or license the Common Area (as defined in the Declaration) situated in _____ [insert name of community], a development consisting primarily of single family residential dwellings in _____ County, Texas; to govern, operate, and maintain the Common Area; and to provide architectural control and compliance with the covenants and restrictions set forth in the _____ [insert name of community declaration of covenants] (herein referred to as the "**Declaration**"), dated the _____ day of _____, _____, executed by _____ [insert name of declarant] (hereinafter referred to as the "**Declarant**"), and recorded in Volume _____, Page _____ of the Real Property Records of _____ County, Texas, as amended and/or restated from time to time.

II. DEFINITIONS AND INTERPRETATION

When used in these By-laws, unless the context otherwise specifies or requires, the following words and phrases shall have the meanings hereinafter specified:

- (a) "**Articles**" means the Articles of Incorporation of _____ Homeowners Association, which will be filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.
- (b) "**Assessment**" means any assessments levied by the Association under the terms and provisions of the Declaration.
- (c) "**Association Property**" means all real or personal property now or hereafter owned by the Association, including, but not limited to, all easement estates, licenses, leasehold estates, and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association.
- (d) "**Association Restrictions**" means the Declaration as the same may be amended from time to time, together with the Articles, By-laws, Committee Rules, and Association Rules from time to time in effect.
- (e) "**Association Rules**" means the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.
- (f) "**Board**" means the Board of Directors of the Association.
- (g) "**By-laws**" means the By-laws of the Association which may be adopted by the Board and as from time to time amended.

- (h) **"Lot"** means any parcel(s) of land within the Property, together with all improvements located thereon.
- (i) **"Member"** means any person(s), entity, or entities holding membership privileges in the Association as provided in the Declaration.
- (j) **"Mortgage"** means any mortgages or deeds of trust covering any portion of the Property given to secure the payment of a debt.
- (k) **"Mortgagee"** means the holder or holders of any lien or liens upon any portion of the Property.
- (l) **"Owner"** means the person(s), entity, or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.
- (m) **"Property"** means and refers to that tract or parcel of land situated in _____ County, Texas, which is more fully described in the Declaration.

Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations, and vice versa, where the context so requires.

III. MEETING OF MEMBERS

3.1 ANNUAL MEETINGS

The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association. Each subsequent annual meeting shall be scheduled each year at the discretion of the Board as may be permitted by law and designated in the notice of meeting.

3.2 SPECIAL MEETINGS

Special meetings of the Members may be called at any time by the President or the Board, or upon written request of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association.

3.3 PLACE OF MEETINGS

All annual and special meetings of the Members shall be held at _____
[insert place of meetings] or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board and designated in the notices of such meetings.

3.4 NOTICE OF MEETINGS

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) and no more than fifty (50) days prior to any such meeting, to each Member entitled to vote at the meeting, addressed to the Member's last known address.

Any such notice shall specify the place, date, and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.5 QUORUM

Except as otherwise required or allowed by the terms of the Declaration with regard to amendment of the Declaration, the quorum required for any action authorized to be taken by the Members pursuant to these By-laws shall be the presence at the meeting of Members, or of proxies, entitled to cast _____ percent (____%) of all votes of the Members. Notwithstanding anything else to the contrary in these By-laws, the Articles, or the Declaration, the Members present at any annual or special