REVISED ON: 10/29/2025

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AMENDED AND RESTATED BYLAWS OF THE PARK AT WOODLAND OAKS OWNERS ASSOCIATION

STATE OF TEXAS §
§
COUNTY OF GUADALUPE §

The following definitions shall apply to these Bylaws:

1. "Association" shall mean and refer to The Park at Woodland Oaks Owners Association, a non-profit Association chartered under the laws of the State of Texas, its successors and assigns, as provided for herein and in the Amended and Restated Declaration WOODLAND OAKS SUBDIVISION UNIT – 5A, UNIT – 5B, UNIT – 6A, UNIT – 6B, UNIT – 6C, AND UNIT – 10, filed of record in the Real Property Records of Guadalupe County, Texas.

2. "Properties" shall mean and refer to that certain real property lying within Woodland Oaks Subdivision, as described in the Declaration.

3. "Lot" shall mean and refer to any of the plots of land as described in the Declaration.

4. "Subdivision Plat" shall mean and refer to the maps or plats of Woodland Oaks Subdivision as described in the Declaration.

5. "Owner" shall mean and refer to the record owner. whether one or more persons or entities of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

6. "Member" shall mean and refer to all those Owners who are members of the Association as provided herein.

7. "Board of Directors" and "Board" shall mean and refer to the Board of Directors of The Park at Woodland Oaks Owners Association.

8. "Secretary" shall mean and refer to the Secretary of the Association as set forth herein.

9. "Common Area" and "Common Facilities" shall have the same meaning as prescribed in the Declaration.

ARTICLE I
OBJECTIVE

1. The primary purpose of this non-profit Association is to maintain and administer the Common Facilities and to collect and disburse the assessments and charges hereinafter created, with regard to the residential properties known as Woodland Oaks Subdivision, Units 5A, 5B, 6A, 6B, 6C and 10.

2. All present or future owners, tenants, future tenants, or any other person that might use the Common Facilities in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any Lot or the mere act of occupancy of any Lot will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II
MEMBERSHIP, VOTING, QUORUM, VOTING METHODS

1. Membership. Any person on becoming an Owner of a fee or undivided interest in any Lot shall automatically become a member of this Association and be subject to these Bylaws, provided, however, that any person or entity holding an interest in any such Lot merely as security for the performance of an obligation, shall not be a Member. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Properties during the period of such ownership and membership in the Association or impair any rights or remedies which the Board of Directors of the Association may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one membership card to the Owner(s) of a Lot. Such membership card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon shall terminate.

2. Voting Rights. The Association shall have one class of voting membership. Owners shall be entitled to one vote for each Lot in which they hold the interest required for membership. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

3. Quorum. Except as otherwise provided in these Bylaws, property owners representing ten percent (10%) ownership of the Lots shall constitute a quorum.

4. Voting Methods. Property owners can vote in person, or proxy, or absentee ballot, or by electronic ballot, such as by email or on an internet website, or as otherwise permitted by Section 209.00592 of the Texas Property Code or its successor statute. Proxies must be filed with the Secretary of the Board or the Association's designated agent before vote is taken on any matter on which the proxy is to be exercised.

ARTICLE III
ADMINISTRATION

1. Association Responsibilities. The Owners of the Lots will constitute the Association of Lot Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Common Facilities through a Board of Directors.

2. Meeting Locations. Meetings of the Association shall be held at such place as the Board of Directors may determine. Such meetings may be conducted by remote technology, such as by video conference and/or telephonic conference provided that the Association verifies the identity of each

meeting participant and preserves a record of any vote taken.

3. Annual Meeting. The Board shall make reasonable efforts to hold a meeting of the Association in the fourth week of June of each year at approximately 6:00 P.M., or at such other reasonable time and place [not more than sixty (60) days before or after such date] as the Board of Directors may determine. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by thirty percent (30%) of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

5. Notice of Meetings. It shall be the duty of the Secretary to send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner, at least ten (10) but not more than sixty (60) days prior to such meeting. Notice may be given by mail, by e-mail, and/or posted on the community management website, or as otherwise permitted by Section 215.006 of the Texas Property Code or its successor statute.

6. Adjourned Meeting. If any meeting of Owners cannot be held because a quorum has not been attained, the Owners who are present, either in person or by proxy, may adjourn and reschedule the meeting to a later time. The required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any subsequent meeting held more than sixty (60) days following the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7. Order of Business. The order of business at all meetings of the Owners shall generally be as follows:
    a. Roll call
    b. Proof of notice of meeting or waiver of notice
    c. Reading of minutes of preceding meeting
    d. Reports of officers
    e. Reports of committees
    f. Election of managers
    g. Unfinished business
    h. New business

ARTICLE IV
BOARD OF DIRECTORS

1. Number and Qualifications. Subject to the provisions of Section 4 of this Article, the affairs of this Association shall be governed by a Board of Directors composed of at least three (3) persons. Such membership may be increased by amendment to these Bylaws on vote of the membership or by vote of the Board of Directors. All Directors shall be residents of The Park at Woodland Oaks Subdivision at all times during their service.

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class residential development. The Board of Directors may do all such acts and things which the Association may do and which are not by these Bylaws or by the Amended and Restated for Woodland Oaks Units 5A, 5B, 6A, 6B, 6C and 10, directed to be exercised and done by the Owners.

3. Other Powers and Duties. The Board of Directors shall be empowered and shall have the duties as follows:
   (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in any declaration of covenants, conditions, and restrictions, applicable to the Properties, or any part thereof.
   (b) To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Common Facilities with the right to amend same from time to time, including such rules and regulations relating to traffic and parking as may be deemed necessary or convenient. A copy of such rules and regulations shall be delivered to, or mailed to, each Member promptly upon the adoption thereof.
   (c) To keep in good order, condition, and repair all of the Common Facilities and all items of personal property of the Association used in the maintenance and enjoyment of the Properties.
   (d) To ensure and keep insured all of the insurable Common Facilities in an amount equal to their maximum replacement value. Maximum replacement value shall be determined from time to time by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts meeting the minimum requirements of Texas law. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and its Members and their first mortgagees. To obtain on behalf of the Association insurance providing protection against all errors, omissions, or acts of Directors, Officers, employees, and agents for which the Association might be held liable.
   (e) To determine, levy and collect annual assessments of Members and the monthly prorated assessments to be paid by each of the Owners. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments shall be in an itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made. Additionally, the Association shall be empowered to charge reasonable admission and other fees for the use of the Common Facilities.
   (f) To levy and collect assessments allocated to Other Properties based on determinations in accordance with contractual agreements between the Association and Owners of Other Properties for Other Properties' portion of maintenance and/or security costs of certain Common Facilities.
   (g) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in these Bylaws.
   (h) To prosecute all claims of the Association for damages or otherwise including the authority to contract for the services of attorneys and determine when and whether to file suit. Such power shall extend to all causes of action which the Association may have whether for damages at law or injunctive or other relief.
   (i) To protect and defend the entire premises from loss and damage by suit or otherwise.

(j) To borrow funds for the purpose of constructing or improving the Common Facilities and in aid thereof to mortgage said properties and facilities, and to execute such instruments as necessary evidencing such indebtedness which shall be the obligation of all of the Owners in the same proportion as their interest in the Properties may bear.

(k) To take such steps as are reasonably necessary to protect the Common Facilities against foreclosure.

(l) To enter into contracts within the scope of their duties and powers.

(m) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors, from which withdrawals shall require the signature of two members of the Board, consisting of two directors, which members of the Board, have designated as authorized to approve transactions. Notwithstanding the foregoing, the Board in its sole discretion, may designate an alternative signature requirement for such withdrawals.

(n) To dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a sixty-seven percent (67%) vote of the Members, provided, however, the Board of Directors shall be empowered to accept donations of property to the Association on behalf of the Association which donations prohibit such dedications or transfers or are otherwise conditioned.

(o) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners, and to cause to be prepared by a competent certified public accountant an annual financial statement of the Association.

(p) To prepare and deliver annually to each Owner a statement showing all receipts, expenses or disbursements since the last such statement.

(q) To meet at least annually.

(r) To designate the personnel necessary for the maintenance and operation of the Common Facilities.

(s) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of subdivision ownership.

4. Managing Agent. The Managing Agent shall perform or cause to be performed all acts and responsibilities of the Board of Directors which may by law and these Bylaws be delegated.

5. Election and Term of Office. All directors shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. In the event the number of Directors shall be increased by amendment to the Bylaws, the additional positions created shall likewise be classified to provide for staggered terms approximating one- third of each class.

6. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so appointed shall be a Director until the expiration of the term for which he was appointed.

7. Removal of Directors. At any regular or special meeting duly called, anyone or more of the Directors

may be removed with or without cause by vote of more than fifty percent (50%) of the eligible votes of the Association that are in attendance in person, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Also, any Director may be removed by majority vote of the Board of Directors for violating the Code of Conduct adopted by the Board, or for failure to participate in performing the duties of a Director, including responding to communications outside of meetings and attendance at meetings.

8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of the election at such place (which may include or consist of meetings in person, by telephonic conference or video conference) as shall be fixed by the Directors at the meeting at which such Directors were elected.

9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors; but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail at least ten (10) days and no more than sixty (60) days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, e-mail, and/or posted on the community management website, which notice shall state time, place (as hereinabove provided) and purpose of the meeting.

11. Notice of Meetings. Notice of each meeting of the Board of Directors shall be given to each owner (a) by mail no less than ten (10) and not more than sixty (60) days prior to the date of the meeting, or (b) by posting on an Internet website site or a conspicuous place on Common Area (c) and/or by email to each Owner who has registered an email address with the Association, (d) or as otherwise permitted by Section 209.0051 of the Texas Property Code or its successor statute. Such notice will include the date, time, location, and the general subject matter of any matter which may be voted on, including any executive session that may be conducted. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him at the time and place thereof. If all the Directors are present at any meeting of the Directors, no notice shall be required, and any business may be transacted at such meeting.

12. Board of Directors' Quorum. A Director may vote by proxy. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business; and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting and reconvene such meeting as may be necessary. At any such reconvening of an adjourned meeting, any business which might have been transacted at the meeting subject to the requirement of a quorum being present, as originally called may be transacted.

13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The

premiums on such bonds shall be paid by the Association.

ARTICLE V
OFFICERS

1. Designation. The officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint or hire such assistant secretaries or assistant treasurers as it deems necessary to conduct the business of the Association.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the initial meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Association. They shall preside at all meetings of the Association of the Board of Directors. They shall have all the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as they may in their discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; they shall have charge of such books and papers as the Board of Directors may direct; and they shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the number or other appropriate designation of the Lot(s) owned by such Member. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. They shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI
INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every Director, manager, or officer, their heirs, executors, administrators, personal representatives, successors, and assigns against all loss, costs and expense including counsel fees, to the fullest extent permitted by, and subject to the required findings and procedures of, Chapter 8, Texas Business Organizations Code, as it may from time-to-time be

amended. The foregoing rights shall not be exclusive of other rights to which such Director, manager, or officer may be entitled. The Association shall be entitled to procure insurance to cover all or a portion of the Association's obligation of indemnification Nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director, manager, or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by them under and by virtue of any declaration of covenants, conditions, and restrictions related to the Properties, as a Member or Owner of a Lot covered thereby.

ARTICLE VII
NO COMPENSATION

This Association is not organized for profit. No Member, Director, or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors; provided, however, always: (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE VIII
AMENDMENT & CONFLICTS

1. These Bylaws may be amended at a regular or special meeting of the Members by vote of a majority of a quorum of the members present in person or acting by proxy.

2. In the event of any conflict between the terms of the Articles of Incorporation of the Association ("Articles") and these Bylaws, the terms of the Articles shall govern and control. In the event of conflict between the provisions of the Amended and Restated Declaration of Restrictive Covenants and Conditions for Woodland Oaks Units 5A, 5B, 6A, 6B, 6C and 10 ("the Amended and Restated Declaration") and these Bylaws, the provisions of the Amended and Restated Declaration shall govern and control.

ARTICLE IX
EXECUTION AUTHORITY

The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association, either or both of whom may sign, with or without the affixing of the Association's seal.

IN WITNESS WHEREOF, the undersigned, being all the Directors of The Park at Woodland Oaks Owners Association have hereunto set our hands effective the 12 day of November, 2025.

THE PARK AT WOODLAND OAKS OWNERS ASSOCIATION, a Texas non-profit corporation

Kimberly Drake
By: Kimberly Drake, President

By: Michael Diaz, Secretary

By: Steven Worley, Treasurer

STATE OF TEXAS §
§
COUNTY OF GUADALUPE §

Before me, the undersigned notary public, on this day personally appeared Kimberly Drake, Michael Diaz, and Steven Worley known to me or proved to me by presentation to me to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me they executed it for the purposes and consideration expressed therein.

Given under my hand and seal of office the 12 day of November, 2025.

KURT BRUNNER
Notary Public, State of Texas
My Comm. Exp. 05-16-2026
ID No. 13376319-5

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
The Park at Woodland Oaks Owners Association
PO Box 164
Schertz, TX 78154

202599028660
I certify this instrument was FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 11/13/2025 08:39:12 AM PAGES: 9 MARISSA
TERESA KIEL, COUNTY CLERK

Teresa Kiel