## Doc-3613675

Hidalgo County Arturo Guajardo Jr. County Clerk Edinburg, Texas 78540

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#### **CERTIFICATE**

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$95.00

### \*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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**Deputy Clerk:** 

Erika Gonzalez

Station:

CH-1-CC-K35

Minneapolis MN 55401



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Aster Buight J.

Arturo Guajardo Jr. County Clerk

Hidaigo County, Texas

Rio Grande Valley Abstract Co., inc.

GF# C/F

# CERTIFICATION OF BYLAWS FOR LLANO GRANDE GOLF COURSE ROAD SUBDIVISION

STATE OF TEXAS COUNTY OF HIDALGO

The undersigned, authorized board member of Llano Grande Golf Course Road Subdivision Property Owners' Association, hereby certifies the following:

2024

Whereas on or about December 15, 2025, the Lot Owners of Llano Grande Golf Course Road Subdivision approved the formation of a non-profit corporation under Chapter 209 of the Texas Property Code, and thereafter, filed the certificate of formation with the State of Texas for Llano Grande Golf Course Road Subdivision Property Owners' Association (hereinafter, "Association"); and

Whereas the members of the Association were presented Bylaws for the non-profit corporation and the Bylaws were approved by the affirmative vote of members representing fifty one percent (51%) or more of the lots in the Subdivision and the same Bylaws are attached hereto, as **EXHIBIT A** (consisting of 15 Pages) and incorporated fully herein as the Bylaws of Llano Grande Golf Course Road Subdivision Property Owners' Association.

SIGNED this & day of January 2025.

Llano Grande Golf Course Road Subdivision Property Owners' Association

A Texas non-profit Corporation,

Jim Rluia, authorized board member

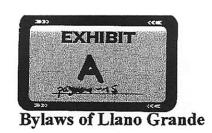
STATE OF TEXAS COUNTY OF CAMERON

SWORN TO AND SUBSCRIBED before me, on the day of Jan 3, 2025, by the said Jim Pluta, authorized board member on behalf of Llano Grande Golf Course Road Subdivision Property Owners' Association, a Texas non-profit Corporation.

KATHY CUNNINGHAM
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/20/28
NOTARY ID 12919227-4

Netary Public for the State of Texas

Certificate of BYLAWS Llano Grande Subdivision Declaration Page 1 of 1



## Llano Grande Golf Course Road Subdivision Property Owners' Association

Property Owners Llano Grande Golf Course Road Subdivision Property Owners' Association Association:

established by the certificate of formation filed with the secretary of state of

Texas on 12/23/2024 under file number 80583112, a Texas nonprofit

association, which is an incorporated organization.

Principal Office: 3017 Benjamin Ave., Mercedes, Texas 78570. The Property Owners'

Association may have other offices.

Declaration: The Declaration of Restrictive Covenants of the Llano Grande Golf Course

> Road Subdivision and associated attachments and Exhibits, recorded in the real property records of Hidalgo County, Texas at Doc. #1582593, and all

amendments thereto.

Definitions: Capitalized terms used but not defined herein have the meaning set forth in

the Declaration.

Chapter 209: The Association will be operated and managed in accordance with Texas

Property Code, Chapter 209, as amended, and with the power to impose

assessments as provided therein.

#### **Definitions** A.

1. "Assessment" means any amount due to the Property Owners' Association by an Owner or levied against an Owner by the Property Owners' Association under the Dedicatory Instruments.

- 2. "Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. The Common Area includes the streets, swimming pool, clubhouse and any other area of common use, but excluding the lots.
- 3. "Dedicatory Instruments", also referred to herein as Governing Documents, means each document governing the establishment, maintenance, or operation of a residential subdivision including without limitation, the Declaration, the certificate of formation, Bylaws, Rules and Regulations, and any other Covenants, as amended.
- 4. "Easements" means Easements within the Subdivision for utilities, drainage, and other purposes as shown on the Plat or of record.
- 5. "Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Areas.

- 6. "Member" means Owner. "Owner" means every record Owner of a fee interest in a Lot.
- 7. "Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on a lot(s)
- 8. "Structure" means any improvement on a Lot (other than a Residence), including a driveway, fence, wall, spa, outbuilding, or recreational equipment.

#### **B.** Members

- 1. Membership. Every Owner of a Lot in Llano Grande Golf Course Road Subdivision is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot.
- 2. Place of Meeting. Meetings may be held at the Property Owners Association's Principal Office or at another place designated by the Board.
- 3. Annual Meetings. The first Members meeting will be held after the formation of the Property Owners Association, but not later than December 15, 2024. Subsequent regular annual Members meetings will be held on December 15 or a date determined by the Board.
- 4. Special Meetings. The president may call special meetings. The president must call a special meeting if directed by a majority of the Board or by a petition signed by ten percent of the Members.
- 5. Notice of Meetings. Written notice of the details and place of any meeting, other than a reconvened meeting, must be given to each Member not less than 20 nor more than 60 days before the meeting. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered, mailed, or emailed and posted on the Association's Website. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid. If emailed, notice is given when the message is transmitted to the email address provided by the owner with proof of delivery. If posted on the Website, then the Secretary of the Association shall also email notice to the last known registered email address of that owner.
- 6. Waiver of Notice. A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.
- 7. Quorum. The representation by members owning fifty-one percent (51%) of the Lots shall be a quorum. If a Members meeting cannot be held due to lack of a quorum, a majority of the Members who are present may adjourn the meeting. Written notice of the place, date, and hour of a reconvened meeting must be given to each Member not more than 3 nor less than 20 days before the reconvened meeting.

- 8. Majority Vote. Each Lot gets one vote. Except where a greater percentage is required in the Bylaws, certificate of formation or Declaration, the affirmative vote of a majority of votes cast at which a quorum is present is a Majority Vote. If a Lot is owned by more than one person or a corporation, the vote may be cast only in accordance with the Owners' unanimous agreement or a company resolution designating the authorized voting member.
- 9. Voting. Members may vote in accordance with Chapter 209, including without limitation, the ability to vote in person, by proxy, by absentee ballot, by mail, by electronic ballot, or any combination thereof. Any proxy must contain the name of the proxy holder and state the subject matter of the vote and the expiration date. The Board may promulgate rules for conducting telephonic or virtual meetings, including the authority to suspend votes in person or by proxy and require all votes be cast by absentee ballot or electronic ballot to properly identify the member, properly count the vote, and prevent fraud.
- 10. Conduct of Meetings. The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes and the votes of the members and keep records in accordance with Chapter 209.

#### C. Board

- 1. Governing Body; Composition. The Property Owners' Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners' Association has the powers of a nonprofit corporation and a property owners' association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments. The affairs of the Property Owners Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.
  - 2. Number of Directors. The Board consists of five (5) directors.
- 3. Term of Office. The Initial Board of directors serve until the first annual meeting of Members. At the first annual meeting after the board election, the Board of Directors shall draw straws to determine their class to provide staggering in the board of directors' terms. To create the desired staggering, Class 1, which consists of three (3) directors, shall receive an initial Class of a one (1) year term; and Class 2, consisting of two directors, is designated to serve for a term of two (2) years. Following the initial staggering of terms described herein above, at each annual meeting of the Members, Directors shall be elected to hold office for a term of two (2) years to fill vacancies created by a Director whose term expires. Directors may serve consecutive terms.
- a. Initial Board. An Initial Board comprised of five members, three of which represent the Developer and two of which are residents of the Subdivision shall serve as the Initial Board ("Initial Board"). The Initial Board shall serve until such time as the members elect the Directors as provided in these Bylaws, but no later than December 15, 2024. All actions conducted by the Initial Board require a unanimous vote of all Directors for approval.

- 4. Election. At the first annual meeting of Members, the Members will elect directors to succeed the Initial Board. Thereafter, members will elect by ballot successors for each director whose term is expiring, and any such election may be conducted using the voting methods set forth in these bylaws, including without limitation, voting by mail, facsimile, electronic ballot, and absentee ballot or any combination thereof. A director is elected by the affirmative vote of members representing fifty one percent (51%) or more of the lots in the Subdivision, with each lot allocated one vote per open position. The candidate or candidates receiving the most votes will be elected. The directors elected by the Members will hold office until their respective successors have been elected as herein provided. Cumulative voting is prohibited.
  - 5. Removal of Directors and Vacancies.
    - a. Removal by Members. Any director may be removed, with or without cause, by the affirmative vote of members representing fifty one percent (51%) or more of the lots in the Subdivision, with each lot allocated one vote. Any director whose removal is sought will be given notice of the proposed removal.
    - b. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, is removed, or is no longer a Member.
    - c. Successors. If any vacancy exists, a successor will be elected for the remainder of the term by the affirmative vote of members representing fifty one percent (51%) or more of the lots in the Subdivision, with each lot allocated one vote.
    - d. Any election (to fill an expired term or to fill a vacancy) or removal of a director must be by written ballot.
- 6. Compensation. Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.
- 7. Powers. Except as provided in the Certificate of Formation, Declaration, Chapter 209 or as provided in these Bylaws, the Board has all powers necessary to administer the Property Owners Association's affairs, including but not limited to:
  - a. creating a budget
  - b. establishing rules not inconsistent with the Declaration
  - c. establishing and imposing Assessments, and
  - d. enforcing the governing documents.
- 8. Management. The Board may employ a managing agent to be the managing agent and shall establish a website as required by chapter 209.

- 9. Accounts and Reports. Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:
  - a. An income statement reflecting all income and expense activity for the preceding period.
  - b. A statement reflecting all cash receipts and disbursements for the preceding period.
  - c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.
  - d. A balance sheet as of the last day of the preceding period.
- 10. Borrowing. The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.
- 11. Rights of Association. With respect to the Common Area/Improvements, and in accordance with the Declaration, the Property Owners Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

#### 12. Enforcement Procedures

- Notice. Before the Board may (i) suspend an Owner's right to use a a. Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Property Owners Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Governing Documents, the Property Owners Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Property Owners Association from the Owner. The notice also must inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months and (ii) may request a hearing on or before the thirtieth day after the date the Owner receives the notice.
- b. Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a

committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Property Owners Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a 30-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

- c. Appeal. Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within 10 days after the hearing date.
- d. Changes in Law. The Board is guided by Chapter 209 but may change the enforcement procedures set out in this section to comply with changes in law.

#### 14. Limitation on Board Powers.

The following powers are reserved to the members of the nonprofit corporation: (i) to amend or restate the certificate of formation for the nonprofit corporation; (ii) to adopt, amend or restate the bylaws; (iii) to set, increase or decrease the number of board members; (iv) to approve the initial regular assessments proposed by the board of directors; (v) to approve any increase in regular assessments proposed by the board of directors that exceeds ten percent (10%) of the aggregate regular annual assessments for the preceding twelve month period; (vi) to elect, remove, fill vacancies and establish term limits for board members; and (vii) to approve all special assessments proposed by the board of directors. Except for amendments to or

restatements of the certificate of formation for the nonprofit corporation, which shall require the affirmative vote of members representing sixty-seven percent (67%) or more of the lots in the Subdivision, with each lot allocated one vote, the remaining foregoing matters require the affirmative vote of members representing fifty one percent (51%) or more of the lots in the Subdivision, with each lot allocated one vote.

## D. Board Meetings

- 1. Regular Meetings. Regular meetings of the Board will be held at such time and place as determined by the Board, but at least two such meeting[s] will be held during each fiscal year. Notice of the time and place of the meeting[s] will be given to directors not less than 30 days before the meeting[s]. Both regular and special meetings may be held in any manner authorized by Chapter 209, the Texas Business Organization Code and any other applicable law, so long as the meetings are conducted in compliance with and subject to any limitations set forth in Chapter 209.
- 2. Special Meetings. Special meetings will be held when called by written notice signed by the president or by any 2 directors. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.
- 3. Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.
- 4. Quorum of Board. At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting until such time as a quorum is established. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.
- 5. Conduct of Meetings. The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors and comply with Chapter 209.
- 6. Proxies. Directors may vote by written proxy or in any manner authorized by Chapter 209 or Chapter 22 of the Texas Business Organization Code (the Non-profit Act).
- 7. Action without Meeting. Except as restricted by Chapter 209, any action that may be taken at a Board meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of the Board as would be necessary to take that action at a meeting.
- 8. Open Board Meetings. Board Meetings must comply with Chapter 209, and members shall be given notice in accordance therewith.

#### E. Officers

- 1. Officers. The officers of the Property Owners Association are a president, vice president, secretary, and treasurer, and any assistant thereto.
  - 2. Election. Officers will be elected annually by the Board members.
- 3. Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Property Owners Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.
- 4. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

#### F. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution or as provided in these Bylaws.

## G. Architectural Control Committee (ACC)

#### 1. Establishment

- a. *Purpose*. The ACC is established as a committee of the Property Owners' Association to assist the Property Owners' Association in ensuring that all residences, structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- b. Members. The ACC consists of at least three persons appointed by the Board meeting the qualifications are set forth in Chapter 209. The Board may remove or replace an ACC member at any time.
- c. Term. ACC members serve until replaced by the Board or they resign.
- d. Standards. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

#### 2. Plan Review

a. Required Review by ACC. No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

#### b. Procedures

- i. Complete Submission. Within ten (10) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
- ii. Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.
- c. Appeal. An Owner may appeal any action of the ACC to the Board by giving written written notice of the appeal to the Board. The Board shall determine the appeal within seven (7) days after timely notice of appeal is given. The determination by the Board is final.
- d. Records. The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- e. No Liability. The Property Owners' Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

#### H. Assessments

1. Authority. The Property Owners' Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners' Association, and to improve and maintain the Common Areas.

- 2. Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.
- 3. Creation of Lien. Assessments are secured by a continuing vendor's lien on each Lot. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners' Association to secure Assessments.

## 4. Regular Assessments

- a. Rate. Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners' Association. Until changed by the Board, the Regular Assessment is \$100.00 per Lot.
- b. Changes to Regular Assessments. Regular Assessments may be changed annually by the Board, subject to the limitations set forth in these Bylaws and the Certificate of formation. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. Collections. Regular Assessments will be collected monthly in advance, payable before the tenth day. The Board is authorized to adopt rules to enforce the collection of assessments, and impose penalties and late fees for delinquent payments.
- 6. Special Assessments; Approval. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the written ballot of members representing fifty one percent (51%) or more of the lots in the Subdivision, with each lot allocated one vote. Written notice of the terms of the Special Assessment will be sent to every Owner.
- 7. Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners' Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners' Association's lien as to Assessments due before the foreclosure.
- 8. Delinquent Assessments. Any Assessment not paid within five (5) days after it is due is delinquent.

#### I. Remedial Rights

- 1. Late Charges and Interest. A late charge of \$25.00 (per month) is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of ten percent per year. The Board may change the late charge and the interest rate.
- 2. Costs, Attorney's Fees, and Expenses. If the Property Owners' Association complies with all applicable notice requirements as set forth in Chapter 209, an Owner is liable to the Property Owners' Association for all costs and reasonable attorney's fees incurred by the Property Owners' Association in collecting delinquent Assessments, foreclosing the Property Owners' Association's lien, and enforcing the Dedicatory Instruments.
- 3. Judicial Enforcement. The Property Owners' Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners' Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.
- 4. Remedy of Violations. The Property Owners' Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.
- 5. Suspension of Rights. If an Owner violates the Dedicatory Instruments, the Property Owners' Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.
- 6. Damage to Property. An Owner is liable to the Property Owners' Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

#### J. Miscellaneous

- 1. Fiscal Year. The Board may establish the Property Owners Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Property Owners Association's fiscal year is a calendar year.
- 2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees. Roberts Rules of Order shall be used for meetings.
  - 3. Conflict. The Declaration and certificate of formation control over these Bylaws.
  - 4. Inspection of Books and Records
    - a. Inspection by Member. After a written request to the Property Owners Association in accordance with Chapter 209, a Member may examine and copy, in person or by agent, any Property Owners Association books and records relevant to that purpose. Any request will be governed by Chapter 209, including the payment by the Member of any fees associated with such. The Association, through the Board of Directors, will adopt a

- Records Production and Retention policy in accordance with Chapter 209.
- b. Inspection by Director. A director has the right, at any reasonable time, and at the Property Owners Association's expense, to (i) examine and copy the Property Owners Association's books and records at the Property Owners Association's Principal Office and (ii) inspect the Property Owners Association's properties.
- 5. Notices. Any notice required or permitted by the Governing Documents must be in writing. Notices regarding enforcement actions must be given by certified mail, return receipt requested. All other notices may be given by regular mail or, where permitted, by posting on the Association's website and emailing the owner(s). Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Property Owners Association's records and (b) the Property Owners Association, the Board, or a managing agent at the Property Owners Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.
- 6. Amendments to reflect changes in the law. Notwithstanding anything contrary in these Bylaws or the Certificate of Formation, the Board may amend these Bylaws to comply with changes in law.

LLANO GRANDE GOLF COURSE ROAD SUBDIVISION PROPERTY OWNERS' ASSOCIATION

By Zu CMA
Bruce SEASHUL Director
By Saefa Move
GAYLA MODRE, Director
By Some
JAMES E. PUTA, Director
Ву / Д
Robert BURGUSH Director
By Agus II
Thomas O.M. Director

## STATE OF TEXAS COUNTY OF HIDALGO

This instrument was acknowledged before me, the undersigned authority, on the	
Course Road Subdivision Property Owners' Association.	
CONNIE M VALDEZ  Notary Public STATE OF TEXAS  My Cemm. Exp. 12-10-28 Notary ID # 1217513-9	<del>, -</del>

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Ву	, Director
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CONNIE M VALDEZ Notary Pu Notary Public Notary Exp. 12-10-28 My Comm. Exp. 12-10-28 Notary ID # 1217513-9	blic for the State of Texas
Ву	
	, Director
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	director, on behalf of Llano Grande Golf
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Notary Public STATE OF TEXAS My Comm. Exp. 12-10-28 Notary ID # 1217513-9	blic for the State of Texas
<b>Ъу</b>	
	, Director
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COUNTY OF HIDALGO This instrument was acknowledged before me, the undersigned authority, on the day of <u>JAn</u>. 2024 by <u>Robert J. Burne</u> director, on behalf of Llano Grande Golf Course Road Subdivision Property Owners' Association. **CONNIE M VALDEZ** Notary Public STATE OF TEXAS Notary Public for the State My Comm. Exp. 12-10-28 Notary ID # 1217513-9 , Director STATE OF TEXAS COUNTY OF HIDALGO This instrument was acknowledged before me, the undersigned authority, on the JAN, 2025 by Mana Mineral Surface on behalf of Llano Grande Golf Course Road Subdivision Property Owners' Association. CONNIE M VALDEZ Notary Public Notary Public for the State of Texas STATE OF TEXAS My Comm. Exp. 12-10-28

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Notary ID # 1217513-9

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