

**AFTER RECORDING RETURN TO:**

Gregory S. Cagle, Esq.  
CAGLE PUGH, LTD. LLP  
4301 Westbank Drive , Suite A-150  
Austin, Texas 78746

**AMENDED AND RESTATED BYLAWS OF  
QUAIL RUN HOMEOWNERS ASSOCIATION, INC.**

Cross reference to that certain Bylaws of Quail Run Homeowners Association, Inc., recorded at Document No. 2000037196 in the Official Public Records of Travis County, Texas.

**CONSOLIDATED, AMENDED AND RESTATED BYLAWS OF  
QUAIL RUN CONDOMINIUM AND QUAIL RUN HOMEOWNERS ASSOCIATION, INC.**

**RECITALS:**

A. **WHEREAS**, the Quail Run Condominium regime (the "Quail Run Condominium") was created and established on January 27, 1978, pursuant to Article 1301 of the Texas Revised Civil States (now codified at Chapter 81 of the Texas Property Code), by the recording of the Declaration of Quail Run Condominium at Volume 6, Page 1, of the Condominium Records of Travis County, Texas, as amended from time to time (collectively, the "Declaration").

B. **WHEREAS**, pursuant to the Tenth Amendment to the Declaration, the Quail Run Condominium is administered by Quail Run Homeowners Association, Inc., a Texas nonprofit corporation (the "Association"), which is governed by that certain Bylaws of Quail Run Homeowners Association, Inc., recorded at Document No. 2000037196 in the Official Public Records of Travis County, Texas (the "Bylaws").

C. **WHEREAS**, the Association's Board of Directors (the "Board") desires to amend and restate the Bylaws as further provided herein.

D. **WHEREAS**, Section 22.102 of the Texas Business Organizations Code provides that the board of directors of a nonprofit corporation may amend or repeal its bylaws, or adopt new bylaws, unless Chapter 22 of the Texas Business Organizations Code or the nonprofit corporation's articles of incorporation wholly or partly reserves the power exclusively to the nonprofit corporation's members.

E. **WHEREAS**, the Association's Articles of Incorporation omits provisions that reserves the power to amend its Bylaws in whole or in part to the members of the Association.

F. **WHEREAS**, in accordance with the authority vested in the Board by Section 22.102 of the Texas Business Organizations Code, the Secretary of the Association hereby certifies that this Amended and Restated Bylaws of Quail Run Homeowners Association, Inc. was approved by a majority vote of the Board at a meeting conducted on January 19, 2021.

**NOW THEREFORE**, the Bylaws are hereby amended as follows:

**ARTICLE I  
INTRODUCTION**

1.1. **Purpose.** These Bylaws provide for the administration and governance of the Association and the Quail Run Condominium pursuant to the Declaration and Texas law.

1.2. **Membership.** Each owner of an Ownership Unit in the Quail Run Condominium shall automatically be a member of the Association (hereinafter referred to as "Member") and



shall remain a Member thereof until such time as his or her ownership ceases for any reason. Upon any transfer of ownership of any Ownership Unit, howsoever accomplished, the new owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to membership in the Association. The Association shall be the governing and administrative body for all Ownership Unit Owners for the protection, preservation, upkeep, maintenance, repair and replacement of the Common Elements and the government, operation and administration of the Quail Run Condominium. All present or future Members and all other persons who use or occupy an Ownership Unit in the Quail Run Condominium in any manner are subject to these Bylaws and the Declaration.

1.3. **Definitions.** Words and phrases defined in the Declaration have the same meanings when used in these Bylaws, which are incorporated herein by reference. Unless otherwise expressly specified, the terms "Member" and "Ownership Unit Owner" shall have the same meaning.

1.4. **Nonprofit Corporate Status.** The Association shall be organized as a Texas nonprofit corporation.

1.5. **General Powers and Duties.** The Association, acting through its Board of Directors (the "Board"), has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Quail Run Condominium as may be required or permitted by the Declaration and Texas law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Declaration or Texas law.

## **ARTICLE II**

### **MEETINGS OF THE ASSOCIATION**

2.1. **Annual Meeting.** Annual meetings of the Association's Members shall be held on such dates and at such times and places as the Board shall annually determine. At each annual meeting, the Members shall elect Directors in accordance with these Bylaws and may also transact such other business of the Association as may properly come before them.

2.2. **Special Meetings.** Special meetings of the Association's Members may be called by the President or a majority of the members of the Board or by a petition signed by Ownership Unit Owners representing at least twenty-five percent (25%) ownership interest in the Common Elements. Notices of special meetings shall be in writing, and may be mailed or personally delivered, and must state the date, time, place, and general purpose of the meeting. No business shall be transacted at any special meeting which is not generally stated in said notice unless Ownership Unit Owners representing at least fifty-one percent (51%) ownership interest in the Common Elements, either in person or by proxy, consent to the transaction of such business.



2.3. **Quorum.** At any meeting of the Association's Members, the presence in person or by proxy of Ownership Unit Owners holding at least fifty-one percent (51%) or more of the total votes of all Ownership Unit Owners shall constitute a quorum.

2.4. **Lack of Quorum.** If a quorum is not present at any meeting of the Association's Members for which proper notice was given, then by majority vote of the Ownership Unit Owners present, either in person or by proxy, the meeting may be adjourned to the same hour of a day not less than ten (10) days nor more than thirty (30) days from the date on which such meeting was to have been originally held, and at any such adjourned meeting a quorum shall be constituted by Ownership Unit Owners present, in person or by proxy, holding more than forty percent (40%) of the total votes of all Ownership Unit Owners. Notice of such adjourned meeting shall be given in the same manner as for the originally scheduled meeting.

2.5. **Votes.** Each Ownership Unit shall be entitled to one vote only, and any Ownership Unit having multiple owners shall have its vote cast by common consent of one or more of those multiple owners. If a Unit is owned by a corporation, the vote appurtenant to that Unit may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of the partners' written appointment of a specific person. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote. No vote may be divided or cast in fractions and cumulative voting is prohibited. The term "majority vote" as used in the Bylaws shall mean the owners of Ownership Units whose aggregate interest in the Common Elements is fifty-one percent (51%) or more. The majority vote of Ownership Unit Owners at any meeting of the Association at which a quorum is present binds all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or Texas law.

2.6. **Order Of Business.** The order of business at all meetings of the Association's Members shall be determined by the presiding officer at each meeting, unless the Members by majority vote at such meeting determines otherwise, in which case the Members shall fix the order of business.

2.7. **Voting of Members During Natural Disaster.** In the event the Association needs to conduct a meeting of the Association's Members at a time during which: (1) the state of Texas, County of Travis, or City of Austin is under a declared state of disaster by an appropriate federal, state, county, or municipal governmental agency, including the President of the United States or the Governor of Texas; (2) the Centers for Disease Control has issued recommended guidelines for social distancing, occupancy limits, or other guidelines or protocols intended to reduce the spread of a pandemic virus; or (3) the Board has determined it to be in the best interest of the Association's Members to avoid large gatherings of individuals because of an existing or threat of a virus pandemic (hereinafter referred to as a "Disaster Time Period"), the Board shall be entitled to conduct the meeting of the Association using a conference telephone or similar communications equipment, or another suitable electronic communications system,



including videoconferencing technology or the Internet, or any combination thereof, provided it is done in compliance with Section 6.002 of the Texas Business Organizations Code. In addition, during a Disaster Time Period, the Board shall be further authorized to suspend the authority of Members to vote in person or by proxy at any such meeting of the Association and the Board may require all votes cast by Members in an election of Directors or on any other matter submitted to a vote of Members to be conducted solely by mailed and/or electronic ballot. The Board may adopt reasonable rules and procedures for conducting any such election or vote authorized herein. Whether or not a Disaster Time Period is in effect shall be determined by the Board in its sole and absolute discretion and shall be binding provided it is made in good faith.

### **ARTICLE III** **BOARD OF DIRECTORS**

3.1. **Number and Term of Office.** The Association shall be governed by a Board. The Board shall consist of seven (7) Directors. Directors shall serve for a term of two (2) years. In order to ensure continuity on the Board, the terms of office for Directors shall be staggered so that at the annual meeting of the Association conducted in even- numbered years, the terms of office for four Directors shall expire and at the annual meeting of the Association conducted in odd-numbered years, the term of office for three Directors shall expire. Directors shall hold office for their respective terms, unless otherwise removed prior to the expiration of their term of office, until their successors have been duly elected and hold their first meeting of the Board.

3.2. **Qualification.** All Directors shall be a Member of the Association or the spouse of a Member. If a Unit is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Member is eligible to serve as a Director and is deemed to be a Member for the purposes of this Section. If the relationship between the entity Member and the Director representing it terminates, such Director shall be automatically removed and such directorship will be deemed vacant.

3.2.1. **Delinquency.** No person may be elected or appointed as a Director if any assessment or fine against the person or his or her Ownership Unit is delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure the delinquency.

3.2.2. **Litigation.** No person may be elected or appointed as a Director if the person is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party.

3.3. **Election.** At each annual meeting of the Association, the Ownership Unit Owners shall elect new Directors to the Board in place of those whose terms have expired. For the election of Directors, each Ownership Unit Owner shall cast his or her vote for the number of Directors to be elected, and the candidates receiving the most votes shall be deemed elected.

3.4. **Removal of Directors.**

3.4.1. **Resignation.** A Director may resign at any time by giving written notice of resignation to the President or any other officer of Association.

3.4.2. **Automatic Resignation and Removal.** If a current Director (or the spouse of a current Director who is not a Member) ceases to own an Ownership Unit in the Quail Run Condominium, then at such time as such ownership ceases for any reason, whether voluntarily or involuntarily, such Director shall be deemed to have automatically resigned from the Board and shall be automatically removed therefrom.

3.4.3. **Removal by Members.** At any special meeting of the Association called for such purpose, the Members, by a majority vote of those present in person or by proxy at such meeting, may remove one or more of the Directors from the Board, with or without cause, provided that a successor or successors shall then and there be elected by the Members to fill the unexpired terms of those removed.

3.5. **Vacancies.** Vacancies on the Board caused by any reason, except the removal of a Director by a vote of the Members, shall be filled by the majority vote of the remaining Directors, even though the remaining Directors may be less than a quorum. Each Director so elected shall serve until the next annual meeting of the Association, at which time a successor will be elected to fill the remainder of the unexpired term of such directorship.

3.6. **Meetings of the Board.**

3.6.1. **Regular Meetings of the Board.** Regular meetings of the Board may be held at such time and place as a majority of the Board may determine, from time to time, but at least one (1) such meeting must be held during each fiscal year. Notice of regular meetings of the Board may be given to Directors by mail, in person, by telephone, or electronic communication, at least three (3) days prior to the date of the meeting.

3.6.2. **Special Meetings of the Board.** Special meetings of the Board may be called by the President on three (3) days' notice to Directors as in the case of a regular meeting, stating the time, place, date, and general purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on written request of at least three (3) Directors.

3.6.3. **Waiver of Notice.** Before or at any meeting of the Board any Director may orally or in writing waive the required notice for such meeting, and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a Director at any meeting of the Board shall be deemed as a waiver of the required notice, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. If all members of the Board are present, no notice thereof shall be required and any business may be transacted thereat.



3.6.4. Quorum. The presence of four (4) Directors at a meeting of the Board shall constitute a quorum for the transaction of business, and the acts and decisions of a majority of the Directors present at a meeting at which a quorum is present shall be decisive of all questions. Directors may not participate by proxy at meetings of the Board.

3.6.5. Conduct of Meetings of the Board. The President (or in his or her absence, the Vice-President) shall preside over meetings of the Board and the Secretary shall keep, or cause to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Declaration, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board.

3.6.6. Open Meetings. Regular and special meetings of the Board are open to Members of the Association, subject to the following provisions to the extent permitted or required by the Act:

i. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.

ii. Members who are not Directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.

iii. The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, orders of business of a similar or sensitive nature, and other matters permitted by Texas law. The nature of business to be considered in executive session will first be announced in open session.

iv. The Board may prohibit attendance by non-Members, including representatives, proxies, agents, and attorneys of Members.

v. The Board may prohibit attendance by any Member who disrupts meetings or interferes with the conduct of Board business.

vi. The Board may but is not required to publish to Members the time, date, and place of Board meetings, but will provide the information if requested in writing by a Member on a meeting by meeting basis.

3.6.7. Meetings by Telephone or Video Conference Technology. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of telephone or video conference technology or similar communications equipment by means of which all persons participating in the meeting can hear and be heard by each other. Participation in such meeting constitutes presence in

person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.6.8. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote. This Section does not apply to actions that require meetings under Texas law.

3.7. **Powers and Duties.** The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Quail Run Condominium. The Board may do all acts and things except those which, by law or the Declaration or these Bylaws, are reserved to the Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in laws or the Declaration or these Bylaws, or such powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

3.7.1. Election of Officers. The Board shall elect officers as hereinafter provided.

3.7.2. Administration of Affairs. The Board shall administer the affairs of the Association, the Common Elements and common interest of the Quail Run Condominium and the Ownership Unit Owners.

3.7.3. Maintain Books and Records. The Board shall keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Quail Run Condominium and buildings and its administration, and specifying the maintenance and repair expenses of the Common Elements. Both the books and the vouchers accrediting the entries thereon shall be available for examination by all the Members of the Association at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted accounting practices and shall be audited at least once a year by an auditor outside of the organization.

3.7.4. Adoption of Annual Budget. The Board shall plan and adopt, from time to time, an annual budget for the estimated annual common expenses for maintenance, repair, upkeep, protection, insurance, replacement, management and administration of the Common Elements as well as for the common insurance and other common services or benefits, and to provide the manner of assessing and collecting from the Ownership Unit Owners each month their pro-rata share of such estimated common expenses.



3.7.5. Manager. The Board shall employ a manager or managing agent, who shall manage and operate the Common Elements of the Quail Run Condominium on behalf of the Association, upon such terms and conditions and for such compensation, and with such duties and authority, as the Board may specify. Any management agreement for Quail Run Condominium shall be terminable by the Association for cause upon thirty (30) days' written notice, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

3.7.6. Policies, Rules and Regulations. The Board may formulate and enforce polices, rules and regulations from time to time to govern the use, management and operation of the Common Elements, without depriving any Ownership Unit Owner of the rights and privileges given to him by the Declaration.

3.7.7. Contracts and Agreements. The Board may make and enter into arrangements, contracts or agreements on behalf of the Association for common services, benefits or purposes.

3.7.8. Employees and Personnel. The Board may provide for the designation, hiring and removal of employees and other personnel, including bookkeepers and accountants, and to engage or contract for the services of others, and in general to make purchase of labor, materials and/or services for the repair, upkeep, maintenance, replacements, protection, insurance, management or administration of the Common Elements and other common interests, and in general to perform such other acts which are not required to be done exclusively by the Association for the orderly and efficient management and administration of the Quail Run Condominium.

3.8. Right of Entry. The Association and/or the Board shall have a reasonable right of entry upon all Ownership Units to effect emergency or other necessary repairs to which the Ownership Unit Owner has failed to perform.

3.9. No Compensation. The Directors shall serve without any pay or compensation for their services as such, except that should Board members perform services and duties in connection with the operation and/or maintenance of the Quail Run Condominium, they may receive reasonable compensation for this work on the same basis as any other person employed.

3.10. Fidelity Insurance. The Association, acting through the Board, shall have the right and shall provide for fidelity insurance coverage for any officer, administrator or employee for the Association handling funds of the Association in an amount not to exceed one hundred and fifty (150%) percent of the estimated annual operating budget. Any such fidelity insurance policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

**ARTICLE IV**  
**OFFICERS**

4.1. **Officers.** The Association shall have four (4) principal officers, consisting of a president (the "President"), a vice-president (the "Vice-President"), a secretary (the "Secretary"), and a treasurer (the "Treasurer"). The principal officers of the Association must at all times be current Directors. The Board may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be desirable.

4.2. **Election of Officers.** The officers of the Association shall be elected and appointed annually by the Board, which shall occur at the first meeting of the Board to occur following the annual meeting of the Association. Except for resignation or removal, officers shall hold office until their respective successors have been elected and appointed by the Board.

4.3. **Removal and Resignation of Officers.** Any officer may be removed at any time, with or without cause, by a majority vote of the Board or the Members at a special meeting of the Board or the Association (as applicable) called for such purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. Automatic Resignation and Removal. If a current officer ceases to be a member of the Board, whether voluntarily or involuntarily, such officer shall be deemed to have automatically resigned and shall be automatically removed from office. The resignation or removal of an officer who is also a Director does not constitute resignation or removal from the Board.

4.4. **Vacancies.** Vacancies in any office, for any reason, may be filled by the Board at any meeting.

4.5. **Description of Officers' Duties.**

4.5.1. **President.** As the chief executive officer of the Association, the President: (i) presides at all meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

4.5.2. **Vice-President.** The Vice-President: (i) takes the place of the President and performs the President's duties whenever the President is absent or unable to act; and (ii) has all the general powers and duties incident to the office of Vice-President.

4.5.3. **Secretary.** The Secretary: (i) keeps the minutes of all meetings of the Board and of the Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Members for



the mailing of notices; and (iv) in general, performs all duties incident to the office of Secretary.

4.5.4. **Treasurer.** The Treasurer: (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account; and (iii) performs all the duties incident to the office of Treasurer.

4.6. **Authorized Agents.** Except when the Declaration or Texas law requires execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

4.7. **No Compensation.** The officers shall serve without any pay or compensation for their services as such.

## **ARTICLE V ASSESSMENTS**

5.1. **Budget.** The Board shall prepare or issue to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and assessments and cash requirements for the year, including, but not being limited to, salaries, wages, ad valorem taxes on the entire Quail Run Condominium, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance on Common Elements, management fees and other common expenses. The annual budget shall also take into account and provide for a reserve for replacements of the common elements, in reasonable accounts as fixed by the Board. Any surplus or deficit in regard to previous budgets shall be considered.

Copies of the annual budget shall be furnished to each Ownership Unit Owner not later than thirty (30) days prior to the beginning of each fiscal year. The annual budget as estimated by the Board shall serve as the basis for the regular monthly assessments against the Ownership Unit Owners, unless such budget is changed, altered, or modified by the Association's Members at any regular meeting or special meeting called for the purpose, in which case such budget as so changed, altered or modified by the Association's Members shall be the basis for the regular monthly assessments. In the event the Board shall not approve an estimated budget for any upcoming fiscal year, then the budget shall remain the same as the previous fiscal year and each unit owner shall continue to pay each month the amount of his monthly assessment as last determined.

5.2. **Obligation of Ownership Unit Owners.** On or before the first day of the first month and of each succeeding month of the fiscal year covered by the annual budget, each Ownership Unit Owner shall pay to the Board or such person as the Board may designate, as his respective regular monthly charge and assessment for the common expenses, one-twelfth (1/12th) of his proportionate share of the estimated annual common expenses as shown by such

annual budget. Such proportionate share for each Ownership Unit Owner shall be in the ratio and proportion as his interest in the Common Elements. The Board or other person authorized to collect the monthly assessments shall receive, hold and disburse the same as Trustee, for the use and benefit of each unit owner, and shall use, expend and disburse the same for the purpose authorized in these Bylaws, the Declaration or Texas law. All assessments so collected shall be deposited in and constitute the "Maintenance Fund" of the Quail Run Condominium. The monthly assessments shall be due and payable monthly whether or not a statement for same is sent or received, and failure to send or receive a statement shall not excuse the payment of any monthly assessment as it becomes due and payable each month.

In the event the Board shall not approve an estimated budget for any year, then the Members of the Association may approve and adopt such budget at any regular meeting or special meeting of the Association called for such purpose; in any event, until such time as the Board or Members adopt a new budget for a new fiscal year and notifies each Ownership Unit Owner of such, each Ownership Unit Owner shall continue to pay each month the amount of his monthly assessment of last determined.

5.3. **Supplemental Budget.** In the event it shall appear to the Board that the estimated budget for any fiscal year shall be inadequate to cover the estimated common expenses in respect to the Common Elements or other expenses lawfully agreed upon in accordance with the provisions of Texas law, the Declaration or these Bylaws, then the Board shall prepare or cause to be prepared a supplemental estimated budget to cover the estimated deficiency for the remainder of the fiscal year and each Ownership Unit Owner shall be assessed and pay his own pro-rata part and share of the same in the ratio which his percentage of ownership interest bears to the Common Elements.

5.4. **Capital Expenditures.** The Board shall not approve any capital expenditure for new improvements on any part of the Common Elements in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without the approval of the Members, excluding the required repairs, maintenance, or replacements of existing improvements which have become damaged or destroyed or no longer serviceable.

## **ARTICLE VI** **MORTGAGEE PROTECTION**

6.1. An Ownership Unit Owner who places a mortgage or other lien on his Ownership Unit shall notify the Board or its representative, if any, of the name and address of his Mortgagee, and the Board shall maintain a record of such information. At the request of any Mortgagee, the Board or its representative, shall report any unpaid assessments thirty (30) days past due from the Ownership Unit Owner of such Ownership Unit so mortgaged.



**ARTICLE VII**  
**GENERAL PROVISIONS**

7.1. **Enforcement.** The failure of any Ownership Unit Owner to comply with the provisions of the Declaration, Quail Run Articles of Incorporation, or these Bylaws, or any amendments to said documents shall give rise to a cause of action in favor of the Association and any aggrieved Ownership Unit Owner for the recovery of damages, or for injunctive relief or both.

7.2. **Amendment.** These Bylaws may be amended or modified from time to time by a majority vote of the Board at any regular or special meeting called for that purpose, as established by Chapter 22 of the Texas Business Organizations Code.

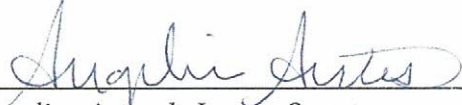
7.3. **Severability.** If any article, paragraph, sentence, clause or phrase of these Bylaws or the application thereof in any circumstance shall be held invalid or unenforceable, the validity or enforceability of the remainder of these Bylaws or of the application of any such article, paragraph, sentence, clause or phrase in any other circumstance shall not be affected thereby.

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SECRETARY'S CERTIFICATE

The undersigned Secretary of Quail Run Homeowners Association, Inc. (the "Association"), a Texas non-profit corporation, hereby certifies that this Amended and Restated Bylaws of Quail Run Homeowners Association, Inc. was approved by a majority of the members of the Board present at a meeting of the Board conducted on January 19, 2021.

QUAIL RUN HOMEOWNERS ASSOCIATION,  
INC.

  
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Angelina Artes de Juárez, Secretary

STATE OF TEXAS

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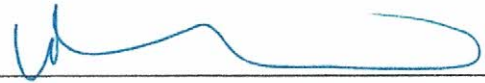
COUNTY OF TRAVIS

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THIS INSTRUMENT was acknowledged before me this 21 day of January 2021 by Angelina Artes de Juarez, Secretary of Quail Run Homeowners Association, Inc.

  
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Notary Public of Texas