

BYLAWS OF
THE GARDENS OF CASTLEGATE OWNERS ASSOCIATION, INC.

ARTICLE 1
DEFINITIONS

1.01 "Castlegate" shall mean all of the real property located in the City of College Station, County of Brazos, State of Texas, including the land, all improvements and structures on the land, and all easements, rights, and appurtenances to the land, more particularly described on Exhibit "A" attached hereto.

1.02 "Declaration" shall mean all of the Declarations of Covenants, Conditions and Restrictions, now or hereafter filed in the County Clerk's office in Brazos County, Texas, and affecting Castlegate or any portions thereof, including any amendments to the Declaration as may be made from time to time in accordance with the terms of the Declaration.

1.03 "Development Period" shall mean a period commencing on the date of the recording of the Supplemental Declaration in the public real estate records of Brazos County, Texas and continuing thereafter until and ending the earlier to occur of: (i) substantial completion of all development (including without limitation the completion and sale of all lots in The Gardens of Castlegate to third parties); (ii) the tenth (10th) anniversary of the date of recordation of this Supplemental Declaration in the public real estate records of Brazos County, Texas; or (iii) the date determined by Greens Prairie Investors, Ltd. to be the end of the Development Period.

1.04 "Supplemental Declaration" shall mean the Supplemental Declaration of Covenants, Conditions and Restrictions, now or hereafter filed at Volume 5014, Page 133 of the County Clerk's Office in Brazos County, Texas, and affecting The Gardens of Castlegate or any portion thereof, including any amendments to the Supplemental Declaration as may be made from time to time in accordance with the terms of the Supplemental Declaration.

1.05 "The Gardens of Castlegate" shall mean all of the real property located in the City of College Station, County of Brazos, State of Texas, all improvements and structures on the land, and all easements, rights, and appurtenances to the land, more particularly described as follows:

Lots 1 through 30, Castlegate Subdivision, Section 8, which lots are more particularly described on the plat recorded in Volume 5002, Pages 152-153 of the Official Records of Brazos County, Texas.

The Gardens of Castlegate will consist of a subdivision, subject to this Association and the Castlegate Owners Association, Inc.

1.06 Other terms used in these Bylaws shall have the meaning given them in the Supplemental Declaration, incorporated by reference and made a part of these Bylaws.

Any Owner, Resident or Member shall not be in "good standing" if such person or entity is:
(a) in violation of any portion of the Declaration, or any rule or regulation promulgated by the Board;
(b) delinquent in the full, complete and timely payment of any Annual Assessment, special assessment, or any other fee, charge or fine which is levied, payable or collectible pursuant to the provisions of the Declaration, these Bylaws or any rule or regulation promulgated by the Board.

The Board may make such rules and regulations, consistent with the terms of the Supplemental Declaration and these Bylaws, as it deems advisable, for: any meeting of Members; proof of membership in the Association; the status of good standing; evidence of right to vote; the appointment and duties of examiners and inspectors of votes; the procedures for actual voting in person or by proxy; registration of Members for voting purposes; and such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

Proxies

5.02 At all meetings of Members, each Member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of the Member's Lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

Quorum

5.03 The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least 51% of the total voting power of the Association shall constitute a quorum for any action, except as otherwise provided in these Bylaws or the Supplemental Declaration. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the meeting date.

Required Vote

5.04 The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute or by these Bylaws or the Supplemental Declaration.

ARTICLE 6 MEETINGS OF MEMBERS

Annual Meetings

6.01 The first meeting of the Members of the Association shall be held no later than two (2) months after the end of the Development Period, at a time and place to be designated by the Board. After the first meeting, the annual meeting of the Members of the Association shall be held on the second Wednesday of September of each succeeding calendar year at the hour of 7:00 P.M. If the day for the annual meeting of the Members is a federal legal holiday, the meeting shall

be held at the same hour on the first day following that is not a federal legal holiday (excluding Saturdays and Sundays).

**** Per Annual Meeting on September 15, 2022 , Annual Meetings will be held on the 4th Thursday of September beginning in 2023. See meeting minutes****

Special Meetings

6.02 Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least 51% of the total voting power of the Association.

Place

6.03 Meetings of the Members shall be held within Castlegate or at a convenient meeting place, as the Board may specify in writing in its sole discretion.

Notice of Meetings

6.04 Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least 10 but not more than 50 days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

****Notice of Annual Meeting shall be *emailed* at least 10 but not more than 50 days before the meeting to each member as per the Annual Meeting on September 15, 2022. See Meeting Minutes****

Order of Business

6.05 The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

Action Without Meeting

6.06 Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in

writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

ARTICLE 7 BOARD OF DIRECTORS

Number

7.01 During the Development Period, the affairs of the Association shall be managed by a board of three (3) individuals elected by the Class B Member (Declarant). Thereafter, the affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons, all of whom may be, but need not be, Members of the Association.

Compensation

7.02 With the prior approval of a majority of the voting power of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

Powers and Duties

7.03 The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in Article 6 of the Supplemental Declaration.

ARTICLE 8 NOMINATION AND ELECTION OF DIRECTORS

Nomination

8.01 After the Development Period, nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

Election

8.02 During the Development Period, the Declarant shall appoint, remove, elect and replace the Directors. After the Development Period, at the first meeting of the Association and each annual meeting thereafter, the Members shall elect the Directors who shall hold office for terms of two (2) years and shall serve until their successors are elected and qualified.

8.03 After the Development Period, Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes shall be elected.

Removal

8.04 During the Development Period, Directors may be removed by the Declarant. After the Development Period, Directors may be removed from office without cause by a two-thirds (2/3) majority vote of the Members of the Association.

Vacancies

8.05 During the Development Period, in the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the Class B Member shall elect successor Directors who shall serve for the unexpired term of their predecessors.

8.06 After the Development Period, in the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor. After the Development Period, any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

ARTICLE 9 MEETINGS OF DIRECTORS

Regular Meetings

9.01 Regular meetings of the Board of Directors shall be held semi-annually at a place and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be posted on small signs (2' X 3') at the entryway to The Gardens of Castlegate.

Special Meetings

9.02 Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than two (2) days or more than ten (10) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, telecopy, or telegram to each Director at the Director's address as shown in the records of the Association.

Quorum

9.03 A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors.

Voting Requirement

9.04 The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Articles of Incorporation, Bylaws, Supplemental Declaration, First Amendment to Supplemental Declaration, or any other instrument governing The Gardens of Castlegate requires the vote of a greater number.

Open Meetings

9.05 Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

Executive Session

9.06 The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

ARTICLE 10 OFFICERS

Enumeration of Officers

10.01 The Officers of this Association shall be a President and a Secretary and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

10.02 The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

Resignation and Removal

10.03 Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

Multiple Offices

10.04 Any two or more offices may be held by the same person, except the offices of President and Secretary.

Compensation

10.05 Officers shall receive such compensation for services rendered to the Association as determined by the Board of Directors and approved by a majority of the voting power of the Association.

ARTICLE 11 PRESIDENT

Election

11.01 After the Development Period, at the first meeting of the Board immediately following the first annual meeting of the Members, the Board shall elect one of their number to act as President.

11.02 The President shall:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser Officer.
- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than two (2) days.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.

ARTICLE 12 VICE-PRESIDENT

Election

12.01 After the Development Period, at the first meeting of the Board immediately following the first annual meeting of the Members, the Board may elect one of its Members to act as Vice-President.

Duties

12.02 The Vice-President shall:

- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.
- (b) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible President.

ARTICLE 13 SECRETARY

Election

13.01 After the Development Period, at the first meeting of the Board immediately following the first annual meeting of the Members, the Board shall elect a Secretary.

13.02 The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE 14 TREASURER

Election

14.01 After the Development Period, at the first meeting of the Board immediately following the first annual meeting of the Members, the Board shall elect a Treasurer.

Duties

14.02 The Treasurer shall:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.
- (d) Prepare and distribute the financial statements for the Association required by the Declaration.

ARTICLE 15 POWERS AND RESPONSIBILITIES

General Powers and Duties

15.01 The Association shall carry out all of the responsibilities and duties, and shall possess all of the powers, set out in the Supplemental Declaration, acting by and through its Board and officers. All enforcement of restrictions, assessments, liens, maintenance and other elements of the Supplemental Declaration and Declaration, as applicable, shall be diligently and consistently carried out by the Association.

15.02 No separate Rules or Regulations for The Gardens of Castlegate shall alter or amend the Declaration or Supplemental Declaration, but may supplement the Declaration and Supplemental Declaration by more restrictive, but not less restrictive, Rules or Regulations. If the Association desires to do so, subcommittees of the Board may be created to oversee the separate Rules or Regulations for The Gardens of Castlegate.

ARTICLE 16 BOOKS AND RECORDS

Maintenance

16.01 Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept in the possession of the officers or at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

Inspection

16.02 The Declaration, the Supplemental Declaration, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

ARTICLE 17

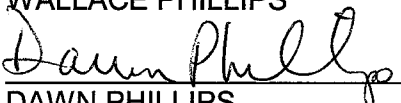
Amendment of Bylaws

17.01 During the Development Period, these Bylaws may be amended, altered, or repealed by the vote in person or by proxy, of Directors representing a majority of the Board of Directors of the Association. After the Development Period, these Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Attestation

17.02 Adopted by the Board of Directors on January 13, 2003.


WALLACE PHILLIPS


DAWN PHILLIPS


ROBERT V. CROWLEY

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF A 316.0221 ACRE TRACT OF LAND OUT OF THE ROBERT STEVENSON SURVEY, A-54 BRAZOS COUNTY, TEXAS

All that tract or parcel of land lying and being situated in Brazos County, Texas, and being situated in the Robert Stevenson Survey, A-54, and being a part of the same tract of land described in a deed to Timothy J. Crowley, as recorded in Volume 1415, Page 74, of the Brazos County Official Records, and now more particularly described as follows:

BEGINNING at a 5/8" iron rod set for the southernmost corner of this tract, also being the easternmost corner of the Pauline Grant Diebel tract, as recorded in Volume 1934, Page 157, of the Brazos County Official Records, also being in the northwest right-of-way line of Greens Prairie Road;

THENCE North 48 degrees 05 minutes 00 seconds West, a distance of 3487.24 feet along the common line between this tract and the said Diebel tract to a 1/2" iron rod found at the westernmost corner of this tract, also being the southernmost corner of a 158 acre tract owned by Beverly J. Furrer, Patricia J. Vogel, and Thomas L. Brown, as recorded in Volume 854, Page 57, of the B.C.O.R.;

THENCE North 42 degrees 38 minutes 11 seconds East, a distance of 879.83 feet along the said Furrer tract to a fencepost found for corner;

THENCE North 42 degrees 36 minutes 00 seconds East, a distance of 714.22 feet along the said Furrer tract to a fencepost found for corner;

THENCE North 42 degrees 59 minutes 31 seconds East, a distance of 667.98 feet along the said Furrer tract, and then along the common line between this tract and the Gary Seaback tract, as recorded in Volume 2957, Page 186, of the B.C.O.R. to a fencepost found for corner;

THENCE North 42 degrees 46 minutes 28 seconds East, a distance of 185.71 feet along the said Seaback tract to a highway monument found for the northwest corner of this tract, being in the south right-of-way line of the proposed State Highway Number 40;

THENCE severing the said Crowley tract, and along the said highway right-of-way with the following calls:

North 85 degrees 28 minutes 58 seconds East, a distance of 1487.41 feet to a highway monument found for corner;

North 85 degrees 45 minutes 51 seconds East, a distance of 524.93 feet to a highway monument found for corner;

North 86 degrees 50 minutes 18 seconds East, a distance of 525.03 feet to a highway monument found for corner;

North 85 degrees 45 minutes 51 seconds East, a distance of 1078.81 feet to a 5/8" iron rod found for the northeast corner of this tract;

THENCE leaving the said proposed highway right-of-way line, but continuing severing the said Crowley tract with the following calls:

Around a curve in a clockwise direction having a delta angle of 81 degrees 11 minutes 19 seconds, an arc distance of 56.68 feet, a radius of 40.00 feet, and a chord of South 44 degrees 49 minutes 47 seconds East, a distance of 52.06 feet to a 5/8" iron rod found for corner;

South 4 degrees 14 minutes 08 seconds East, a distance of 210.00 feet to a 5/8" iron rod found for corner;

South 5 degrees 57 minutes 05 seconds East, a distance of 482.69 feet to a 5/8" iron rod found for corner;

Around a curve in a clockwise direction having a delta angle of 42 degrees 13 minutes 03 seconds, an arc distance of 895.25 feet, a radius of 1215.00 feet, and a chord of South 16 degrees 56 minutes 29 seconds West, a distance of 875.14 feet to a 5/8" iron rod found for corner, also being in the said northwest right-of-way line of Greens Prairie Road;

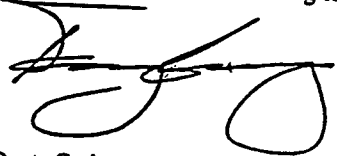
THENCE along the northwest line of Greens Prairie Road with the following calls:

South 41 degrees 00 minutes 23 seconds West, a distance of 282.73 feet to a fencepost found for corner;

EXHIBIT "A"

South 41 degrees 04 minutes 37 seconds West, a distance of 145.80 feet to a fencepost found for corner;
South 40 degrees 44 minutes 40 seconds West, a distance of 91.85 feet to a fencepost found for corner;
South 42 degrees 54 minutes 17 seconds West, a distance of 1020.52 feet to a fencepost found for corner;
South 43 degrees 15 minutes 51 seconds West, a distance of 45.90 feet to a fencepost found for corner;
South 43 degrees 46 minutes 32 seconds West, a distance of 183.17 feet to a fencepost found for corner;
South 40 degrees 26 minutes 40 seconds West, a distance of 243.77 feet to a fencepost found for corner;
South 41 degrees 02 minutes 57 seconds West, a distance of 241.47 feet to a fencepost found for corner;
South 41 degrees 36 minutes 42 seconds West, a distance of 239.32 feet to a fencepost found for corner;
South 41 degrees 19 minutes 58 seconds West, a distance of 242.05 feet to a fencepost found for corner;
South 41 degrees 17 minutes 16 seconds West, a distance of 227.49 feet to a fencepost found for corner;
South 41 degrees 19 minutes 02 seconds West, a distance of 248.55 feet to a fencepost found for corner;
South 40 degrees 42 minutes 23 seconds West, a distance of 171.42 feet to a fencepost found for corner;
South 40 degrees 50 minutes 24 seconds West, a distance of 293.38 feet to a fencepost found for corner;

South 40 degrees 26 minutes 46 seconds West, a distance of 111.23 feet to the PLACE OF BEGINNING containing 13,765,922 square feet or 316.0221 acres.



Dante Carlomagno
Texas Registered Professional
Land Surveyor No. 1562
20204-sw-half.doc
4-21-2000
5-11-2000