

BYLAWS

OF

PONDEROSA AND SHADY RIDGES PROPERTY OWNERS ASSOCIATION

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ARTICLE I

Offices

Section 1. The principal office of the corporation shall be located at P. O. Box 1781, Onalaska, Texas 77360.

Section 2. The Association shall have and continuously maintain in the State of Texas, a registered office as required by the Texas Non-Profit Corporation Act. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Board of Directors

Section 1. The affairs of the Association shall be managed by its Board of Directors. Directors need not be residents of Polk County, Texas, but must be members of the Association.

Section 2. The number of directors shall be three. The number of directors may be increased or decreased from time to time by amendment to these bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. A director must be a property owner in either Ponderosa Ridge Subdivision, Shady Ridge Subdivision, or Charles Wells' 17.89 acre unnamed subdivision in Polk County, Texas, and must not be

delinquent in payment of any maintenance fee or other fees due as required by Article VI, of these bylaws.

Section 3. At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors as set forth in Section 2 hereof, to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he is elected and until his successor shall be elected and shall qualify.

Section 4. A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw at the registered office of the Association, or such other location at which the members conduct their annual meeting. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 5. Such meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix the place and time for holding any special meetings of the Board called by them.

Section 6. Notice of any special meeting of the Board of Directors shall be given at least three days previously thereto by written notice delivered personally or sent by mail or telegram to each director at this address as shown by the records of the Association. Any director may waive notice of any meeting. The

attendance of a director at any meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; and if less than a majority of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Removal. Any director may be removed by the members of the Association, by a majority vote, with or without cause, at a special meeting called for that purpose.

Section 10. In the event of death, resignation or removal of a director, or a vacancy due to an increase in the number of directors, his successor shall be selected by the remaining members of the Board of Directors, and shall serve for the unexpired term of his predecessor and until his successor is elected and qualified.

Section 11. Compensation. Directors shall not receive any salaries or compensation for their services.

Section 12. Any action required by law to be taken at a meeting of the directors, or any action which may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing setting forth the action to be taken, shall be signed by all the directors.

ARTICLE III

Officers

Section 1. The officers of the Association shall be the President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of the officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in their judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office caused by death, resignation, removal, disqualification or otherwise, may be

filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Board of Directors. He may sign, with the Secretary, or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, checks drawn against the Association, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors, or by these Bylaws, or by statute to some other officer or agent of the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all of the power of, and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. If required by the Board of Directors, the

Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatever, and deposit all such monies in the name of the Association in such bank, trust company or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws; and in general perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; be custodian of the corporate records and of the seal of the Association; and see that the seal of the Association is affixed to all documents, to execute such on behalf of the Association, under its seal, as duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each director, which shall be furnished to the Secretary by such Director; and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of

Directors.

ARTICLE IV.

Members.

Section 1. The Association members will consist of those individuals who are property owners in Ponderosa Ridge Subdivision, Shady Ridge Subdivision, or Charles Wells' 17.89 acre unnamed subdivision, all of which are subdivisions located in Polk County, Texas. Each member including Developer is entitled to one vote for each lot owned.

Section 2. The Association may issue such certificate, or cards, or other instruments evidencing membership rights, voting rights or ownership rights, as shall be agreed upon by a majority vote of the Board of Directors.

Section 3. Meetings of members shall be held at the registered office of the Association, or at such other place, within or without the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 4. An annual meeting of the members, for the purposes of electing directors, and transacting such other business as may properly be brought before the meeting, shall be held at 7:00 o'clock p.m. on the 14th day of May, 1988, and annually thereafter.

Section 5. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association. In the event the Board of Directors fails to call the annual

meeting at the designated time, any member may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered or certified mail directed to any officer of the Association. The annual meeting shall thereafter be called within sixty (60) days following such demand.

Section 6. Special meetings of the members for any purpose or purposes may be called by the President, or any member of the Board of Directors. No other business other than that specified in the notice of the meeting shall be transacted at such special meeting.

Section 7. (a) Written or printed notice stating the place, day and hour of the meeting and, in cases of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage thereon prepaid.

(b) Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance at a meeting shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the

transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8. A majority of the members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. If a quorum shall not be present or represented at any meeting of the members, the members entitled to vote, represented in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented any business may be transacted which might have been transacted at the original meeting.

Section 9. For the purpose of determining members entitled to notice or to vote at any meeting of the members or any adjournment thereof, the record date shall be the date on which notice to the meeting is mailed.

Section 10. At a meeting at which a quorum is present, the vote of the majority of the members in person or represented by proxy shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Articles of Incorporation, or these Bylaws. The members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 11. A member may vote either in person or by proxy executed in writing by the member, setting forth such member's designation of his attorney and proxy to act in his behalf at any meeting designated therein. Each such proxy shall be filed with the secretary prior to or at the commencement of the meeting at which said proxy is to be used. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in said proxy.

Section 12. Any action required by law to be taken at a meeting of the members of the Association, or any action which may be taken at a meeting of the members, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject thereof. Such consent shall have the same force and effect as a unanimous vote of the members entitled to vote and may be stated as such in any articles or document filed with the Secretary of State.

ARTICLE V

Authority of Association

Section 1. The Association shall have the authority to exercise those powers and privileges as set forth in the Articles of Incorporation, and shall be bound by, and have the authority to enforce any and all restrictions of record concerning Ponderosa Ridge Subdivision as set forth and filed in the records of the County Clerk of Polk County, Texas, including but not

limited to those set forth in Volume 257, page 208 et seq; and by those certain amended restrictions for Ponderosa Ridge Subdivision filed at Volume 653, page 867, Official Records, Polk County, Texas; and any amendments to said restrictions, covenants and rights filed of record with the County Clerk of Polk County, Texas; and shall have the authority to enforce any and all restrictions of records concerning the Shady Ridge Subdivision as set forth and filed in the records of the County Clerk of Polk County, Texas including but not limited to those set forth in Volume 272, page 474, Deed Records, Polk County, Texas, and by those certain amended restrictions for Shady Ridge Subdivision filed at Volume 653, page 862, Official Records, Polk County, Texas; and any amendments to said restrictions, covenants and rights filed of record with the County Clerk of Polk County, Texas; and shall have the authority to enforce and all restrictions of records concerning Charles Wells' 17.89 acre unnamed subdivision of Polk County, Texas as set forth and filed in the records of the County Clerk of Polk County, Texas including but not limited to those set forth in Volume 260, page 67, Deed Records, Polk County, Texas, and by those certain amended restrictions for Charles Wells' 17.89 acre unnamed subdivision filed at Volume 653, page 872, Official Records, Polk County, Texas; and any amendments to said restrictions, covenants and rights filed of record with the County Clerk of Polk County, Texas.

Section 2. The Association shall not have the sole authority to enforce the deed restrictions. The determination of whether to file any lawsuit or take any other action regarding a deed restriction violation is vested in the sole discretion of the Board of Directors. Provided, however, that the members of the Association, by majority vote of the members at a regular or special meeting duly called as required by these bylaws, may direct the Board of Directors to file any lawsuit or take any other action regarding a deed restriction violation.

ARTICLE VI

Maintenance Fees

Section 1. The membership of the Association at the annual meeting may determine the annual maintenance fee per lot to be collected for the purpose of maintaining the roads, right-of-ways, parks, and recreation acres in Ponderosa Ridge Subdivision, Shady Ridge Subdivision, and Charles Wells' 17.89 acre unnamed subdivision all in Polk County, Texas. The passage of this maintenance fee amount will require a majority of the membership present or represented by proxy at the annual meeting. Notice of the proposed maintenance fee must be set forth in the Notice given to all members of such annual meeting as required by these Bylaws. In the event of failure of the members to agree upon a maintenance fee at the annual meeting, the maintenance fee determined at the annual meeting of the shareholders the previous year will be the amount of maintenance fee for that year. In no

event may the amount of maintenance fees be less than the amount of maintenance fees for the previous year.

Section 2. Maintenance Fees shall be payable for the then-current calendar year between January 1st and December 30th of such year. Payments shall be made to "PONDEROSA AND SHADY RIDGES PROPERTY OWNERS ASSOCIATION" at P. O. Box 1781, Onalaska, Texas 77360.

Section 3. Maintenance Fees shall become delinquent if not paid by February 1st in the year such fees are due. Any delinquent fees are subject to interest of twelve (12%) percent per annum, or the highest legal rate provided by law if less than twelve (12%) percent per annum. The Board of Directors may take such legal action, and enter into settlements thereof, against any member delinquent in payment of Maintenance Fees due and all costs incurred in collecting such fees, including attorneys fees, will be assessed against such delinquent member before the member will be entitled to exercise any voting privileges in the Association.

Section 4. Any member delinquent in payment of any maintenance fee or other fees due on the record date of any meeting, as determined by these bylaws, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.

ARTICLE VII

Assessments

Section 1. Each member is obligated to pay to the Association, in addition to the maintenance fees as set forth in the Deed Restrictions, Contracts for Sale, and these Bylaws, special assessments for major street repairs and upkeep of their lots. Such special assessments shall be assessed against such lot owners under the conditions set forth in these Bylaws. Failure to pay the assessments on or before the date of notice shall be treated the same as failure to pay the maintenance fees, as provided by these Bylaws, specifically, but not limited to, Article VI.

Section 2. The Board of Directors may assess the charge of mowing and clean-up of any lot within the subdivision if the owner of said lot fails to mow and clean-up the lot after notice. The Board of Directors shall, upon resolution duly adopted, give the owner of any lot the Board of Directors deems in need of mowing and clean-up, thirty (30) days, upon receipt of notice, within which to mow and clean-up the lots. Such notice shall be by certified mail, return receipt requested, to the last address of said lot owner on the membership list of the Association. Notice shall be deemed perfected if the lot owner refuses to accept, or fails to claim, the letter. Assessment fees become delinquent if not paid within thirty (30) days upon receipt, and are subject to the penalties provided for by these Bylaws, specifically, but not

limited to, Article VI.

Section 3. The members of the Association, may, by majority vote at a special or annual meeting, make assessments against each lot owner for major street or public utility repairs and/or construction. Notice of any such assessment must be given in the Notice of the meeting. Such assessment question will be governed the same as for the assessment of maintenance fees as provided by these Bylaws.

Section 4. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of his lot.

ARTICLE VIII

Miscellaneous Provisions

Section 1. Books and Records. The Association shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of its Board of Directors, and shall keep at the registered or principal office, a record giving the names and addresses of the members of the Association and of the Board of Directors of the Association. All books and records of the Association may be inspected by any member or Director of his agent or attorney for any proper purpose at any reasonable time.

Section 2. All checks, drafts, or orders for the payment of money, notice or other evidence of indebtedness, issued in the

name of the Association shall be signed by the President and the Treasurer of the Association, unless otherwise directed by the Board of Directors.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association, any contributions, gifts, bequests or devises for the general purpose or for any special purpose of the Association, and give written evidence of such contribution, gift, bequest, or devise to such donor.

Section 5. The fiscal year of the Association shall begin on the first day of January of each year and end on the last day of December in each year.

Section 6. The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal" or a star.

Section 7. Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act, or under the provisions of the Articles of Incorporation, or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed to be the giving of such notice.

Section 8. Indemnification. (a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another enterprise, against expenses (including attorney's fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another Association, partnership, joint venture, trust, or other enterprise against expenses (including attorney's fees) actually

and reasonably incurred by him in connection with the defense or settlement of such action if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association; provided, however, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association except to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

(c) The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless

it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this section.

(e) Indemnification hereunder shall be made only upon a determination in the specific case that indemnification is proper under the substantive standards established hereunder. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the members of the Association.

(f) The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this section.


ARTICLE IX

Amendment to Bylaws

Section 1. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the members

entitled to vote, present at any annual meeting or any special meeting called for that purpose, where a quorum is present, if at least ten (10) days written notice is given on the intent to alter, amend, or repeal, or adopt new Bylaws at such meeting.

These Bylaws were adopted by the initial Board of Directors at the initial meeting of the directors held on April 16, 1988.


SECRETARY

2010-1771-521

State of Texas
County of Polk
I, **SHELANA WALKER** hereby certify that this instrument
was FILED in the file number **2010109** on the date and at the time
stamped hereon by me and was duly RECORDED in the Official
Public Records in Volume and Page of the named RECORDS OF
Polk County, Texas as stamped hereon by me.

NOV 09 2010 AS



Shelana Walker
COUNTY CLERK
POLK COUNTY, TEXAS

FILED FOR RECORD

2010 NOV -9 AM 11:43

Shelana Walker
COUNTY CLERK
POLK COUNTY, TEXAS