

AMENDED AND RESTATED BYLAWS

of

PHEASANT LANDING OWNERS ASSOCIATION, INC.

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PHEASANT LANDING OWNERS ASSOCIATION, INC.

WHEREAS, Bylaws of Pheasant Landing Owners Association, Inc., a Texas nonprofit corporation ("**Original Bylaws**") were adopted on or about January 31, 1985;

WHEREAS, Article X of the Original Bylaws provides new bylaws may be adopted by the Association at a duly called meeting for such purpose by approval of Owners representing at least sixty-six and two-thirds percent (66 2/3%) of the aggregate interest of the undivided Ownership of the Common Elements except for certain amendments pursuant to Article VIII of the Declaration which requires sixty seven percent (67%) of the Owners and fifty one percent (51%) of the Mortgagees; and

WHEREAS, after giving proper notice of such meeting, the Association Owners and Mortgagees, as applicable, voted on and approved these Amended and Restated Bylaws at the 2026 Meeting of Members;

NOW THEREFORE, the Board of Directors of Pheasant Landing Owners Association, Inc. hereby adopts these Amended and Restated Bylaws, which shall amend, restate, and supersede the Original Bylaws.

Article I. Name, Definitions and Membership

Section 1. Name.

The name of the Association is Pheasant Landing Owners Association, Inc. (hereinafter referred to as the "**Association**").

Section 2. Definitions/Gender.

Capitalized terms used in these Bylaws have the same meaning as that ascribed to them in the Condominium Declaration for Pheasant Landing Condominiums recorded under Book 5, Page 751, *et. seq.*, of the Real Property Records of Collin County, Texas (the "**Declaration**"). Pronouns, wherever used in these Bylaws, include all persons regardless of gender.

Section 3. Membership.

The Declarant, as identified in the Declaration, no longer owns any Units, and the Construction Period as defined in the Declaration has terminated. Therefore, the Association has one (1) class of membership. Each Owner of a Unit is a Member of the Association. Upon becoming an Owner of a Unit, the Owner automatically becomes a Member of the Association and will continue to be a Member until such person no longer owns a Unit, at which time membership in the Association will automatically cease. Membership in the Association is appurtenant to the ownership of a Unit.

Article II. Association: Meetings, Quorum, Voting, and Proxies

Section 1. Place of Meetings.

Meetings of the Association are held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors as convenient to the Members as possible and practical.

Section 2. Annual Meetings.

The annual meeting of the Association is each year, on a date and at a time designated by the Board of Directors.

Section 3. Special Meetings.

The President or a majority of the Directors may call special meetings. In addition, it is the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least twenty percent (20%) of the total votes of the Association. The notice of any special meeting must state the date, time, and place of such meeting and the purpose thereof. No business may be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings.

It is the duty of the Secretary or other person designated by the Board to send to each Member written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Unit, the Member must provide the alternative address for the purpose of receiving notice in writing to the Secretary of the Association. Notice by facsimile or electronic mail must be sent to the facsimile number or electronic mail address provided to the Association in writing by that Member. Notice must be served not less than ten (10) nor more than fifty (50) days before a meeting. If mailed, the notice of a meeting is deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If faxed, the notice is deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice is deemed to be delivered as provided by applicable statute.

The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute. Notwithstanding anything contained herein to the contrary, the Association may use an alternative method that may be used to provide notice to Owners provided that the Owner to whom the notice is provided has affirmatively opted to allow the Association to use the alternative method of providing notice.

Section 5. Waiver of Notice.



Waiver of notice of meeting of the Members is deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, is deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting is also deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at any time, including immediately, but not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is not fixed by those in attendance at such an adjourned meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting must be given to Members in the manner prescribed herein for a first called meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice provided that (a) at least fifteen percent (15%) of the total votes of the Members as of the date of the meeting is present in person and/or by proxy or otherwise; and, (ii) any action taken must be approved by at least a majority of all of the Members present, in person and/or by proxy or otherwise, at such reconvened meeting, unless otherwise provided in these Bylaws or in the Declaration.

Section 7. Voting.

The voting rights of the Members are set forth in the Declaration; provided that, all Members have the right to vote in the election of Directors and on any matter concerning the rights or responsibilities of Members, unless a Member's voting rights have been suspended due to the failure to pay certain sums due, as set forth in the Declaration. Members may vote in person or by proxy or, if implemented by the Association, by absentee ballot or by electronic ballot. Votes cast by Members must be in writing signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board, (iii) on a proposed adoption or amendment of a dedicatory instrument, (iv) on a proposed adoption of a special assessment, or (v) on the proposed removal of a Board member.

Section 8. Proxies.

All proxies, if used, must be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy is revocable and automatically ceases upon (i) conveyance by the Member of the Member's interest in a Unit; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the day of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date is valid. Proxies not delivered prior to the start of any meeting are not valid and will not be counted. Only the proxy form approved and issued by the Board is valid.

Section 9. Quorum.

Except as otherwise provided in these Bylaws, the presence in person or by proxy of more than thirty percent (30%) of the total votes of the Members as of the time of the meeting constitutes a quorum at all meetings of the Association.

Section 10. Conduct of Meetings.

The President must preside over all meetings of the Association and the Secretary, or another person designated by the Secretary, must keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 11. Action Without a Meeting.

To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this section has the same force and effect as a unanimous vote of the Members.

Article III. Board of Directors: Number, Powers, and Meetings

Section 1. Governing Body: Composition.

The affairs of the Association are governed by a Board of Directors. Not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time.

Section 2. Directors Qualifications.

Only Members current in the payment of all amounts due and owing to the Association may serve on the Board of Directors. Any Member delinquent in the payment of amounts to the Association is entitled to notice of delinquency and an opportunity to cure the delinquency prior to the meeting of the Association.

Section 3. Number of Directors.

The Association is governed by a Board of Directors consisting of five (5) persons, or as otherwise provided in the Declaration as it may be amended. The number of Board of Directors may be changed by Board resolution but cannot be less than three (3) persons.

Section 4. Candidates for Election to the Board.

All Members current in the payment of all amounts due and owing to the Association have the right to run for a position on the Board of Directors. At the discretion of the Board, nomination for election to the Board may be made by a Nominating Committee approved by the Board or from the floor at



the annual meeting; provided that, a person nominated for election to the Board from the floor at the annual meeting must be present, consent to the nomination, and agree to serve if elected.

Section 5. Election and Term of Office.

At each annual meeting, Members must elect persons to fill the positions on the Board whose terms expire as of the annual meeting, each to serve a term of three (3) years. Directors continue to serve until a successor Director is elected or appointed, as applicable.

Section 6. Removal of Directors.

Any Director elected by the Members or appointed to serve on the Board may be removed from the Board, with or without cause, by the affirmative vote of two-thirds of the votes represented at a meeting of the Members at which a quorum is present. The vote to remove a Director must be taken at a special meeting called for that purpose or at an annual meeting. In the event of the removal of a Director, a successor for the removed Director must be elected by a majority vote of those Members voting at the meeting at which the Director was removed. Vacancies on the Board caused by reasons other than removal by a vote the Member are filled by the remaining Directors. A Director elected or appointed to fill a vacancy on the Board must serve the unexpired term of his predecessor.

Notwithstanding the foregoing, any Director may be removed by a vote of a majority of the remaining Directors as a result of the Director's failure, without just cause, to attend three (3) consecutive regularly scheduled meetings of the Board. "Just cause" means any event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director's family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director's livelihood and/or employment.

Section 7. Regular Meeting.

Regular meetings of the Board of Directors may be held at such time, date, and place as is determined from time to time by a majority of the Directors, but at least one (1) such meeting must be held during each calendar year. The Board of Directors may participate in and hold a regular or special meeting by means of:

- (a) conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- (b) another suitable electronic communications system, including video conferencing technology or the Internet, only if:
 - i. the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.;
 - ii. all Directors may hear and be heard by every other Director;
 - iii. the meeting does not involve voting on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular association Member before the Member has an opportunity

- to attend a board meeting to present the Member's position, including any defense, on the issue;
- iv. except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Directors and Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and
 - v. the notice of the meeting includes instructions for Members to access any communication method required to be accessible under subsection iv above.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet will constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 8. Special Meeting.

Special meetings of the Board of Directors are held when called by the President of the Association or any two (2) Directors. The notice must specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice must be given to each Director by anyone of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) if authorized by statute, by electronic mail. All such notices must be given or sent to the Director's address, electronic mail address, or facsimile number as shown on the records of the Association. Notices sent by first class mail must be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, electronic mail, or facsimile must be delivered or given at least four (4) days before the time set for the meeting.

Section 9. Waiver of Notice.

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, are as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting is deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

Section 10. Quorum of Board of Directors.

At all meetings of the Board of Directors, a majority of the current number of Directors constitute a quorum for the transaction of business, and, except as otherwise provided in these Bylaws, the vote of a majority of the Directors present at a meeting at which a quorum is present constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue and business may be transacted, notwithstanding the withdrawal of Directors during the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting. If any



meeting of the Board cannot be held because a quorum is not present, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting must be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken must be approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting.

Section 11. Compensation.

No Director will receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred on Association business. Directors may receive compensation from the Association when taking action at the request of the Association other than in the capacity of Director.

Section 12. Conduct of Meetings.

A chairperson must preside over all meetings of the Board of Directors and the Secretary, or other person appointed by the Board, must keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings (except proceedings and transactions which occur in closed executive session).

Section 13. Open Meetings.

All meetings of the Board of Directors are open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the presiding officer at the meeting. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors have the authority, after an initial warning, to cause that Member to be removed from the meeting.

Section 14. Executive Session.

The Board of Directors may adjourn a regular or special meeting and reconvene in a closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 15. Action Without a Formal Meeting.

Any action may be taken without a meeting if a written consent, stating the action to be taken, is signed by all Directors and such action does not involve voting on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular Association Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue. The consent must state the date of each Director's signature. Such action must be documented in the minutes of the next regular or special Board meeting.

Section 16. Powers.

The Board of Directors are responsible for the affairs of the Association and have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, the Association's Articles of Incorporation of the Association, or these Bylaws directed to be done and exercised exclusively by the Members.

The President has the authority to act on behalf of the Board of Directors on all matters relating to the duties of any managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors has the power to, and is responsible for, the following (by way of explanation, but not limitation):

- (a) Preparing and adopting an annual budget.
- (b) Levying Common Assessments and Special Assessments and establishing the means and methods of collecting same.
- (c) Providing for the operation, care, upkeep, and maintenance of the Condominium.
- (d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Elements and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.
- (e) Collecting the Common Assessments and Special Assessments, establishing and levying late fees, collection costs and interest, and depositing the proceeds thereof in a bank depository, which it must approve, and using the proceeds to administer the Association.
- (f) Making and amending Rules and Regulations for the Association.
- (g) Opening bank accounts on behalf of the Association and designating the signatories required.



(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Common Elements after damage or destruction by fire or other casualty.

(i) Enforcing, by legal means, the provisions of the Declaration, these Bylaws, and the Rules and Regulations adopted by it, levying fines against Members for such violations in accordance with Section 82.102 of the Texas Property Code, and bringing any proceedings, which may be instituted on behalf of or against the Members concerning the Association.

(j) Obtaining and carrying insurance against casualties and liabilities, including directors' and officers' liability insurance, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Association or its Members and not directly chargeable to Members.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records must be kept in accordance with generally accepted accounting practices and must be available as required by Texas law.

(m) Providing, upon request, information to Members, mortgagees and prospective purchasers of Units concerning, by way of example and not in limitation, the status of the Association, the status of payment of assessments and related charges on a Unit and the status of compliance with the provisions of the Declaration and charging a reasonable fee sufficient to cover the expense associated with providing such information.

(n) Charging a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Unit.

(o) Adopting policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.

(p) Enforcing Rules and Regulations for the Association.

Section 17. Management Agent.

- a. The Board of Directors may employ for the Association a professional management agent or agents, or manager, at a compensation rate established by the Board of Directors, to perform such duties and services, as the Board of Directors may authorize.
- b. If a managing agent or manager is hired, the following management standards of performance will be followed, unless the Board, by resolution, determines otherwise:
 - i. Two (2) or more persons must be responsible for handling cash, or its equivalent, in order to maintain adequate financial control procedures;
 - ii. Cash accounts of the Association may not be commingled with any other accounts;

- iii. No remuneration may be accepted by the manager or managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;
- iv. Any financial or other interest which the managing agent or manager may have in any firm providing goods or services to the Association must be disclosed promptly to the Board of Directors; and
- v. A quarterly or more frequent financial report, as may be determined by the Board, must be prepared for the Association containing:
 - (1) an income statement reflecting all income and expense activity for the preceding three (3) months;
 - (2) an account activity statement reflecting all receipt and disbursement activity for the preceding three (3) months;
 - (3) a budget comparison report reflecting the status of all income and expense accounts in an "actual" versus "projected" budget format;
 - (4) a balance sheet reflecting account balances as of the end of the previous three (3) months (this balance sheet must include an aged receivables report or other report deemed appropriate by the Treasurer);
 - (5) a balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year which must be distributed within ninety (90) days after the close of any fiscal year to the Board;
 - (6) a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves of ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and
 - (7) a delinquency report listing all Members who have been delinquent during the preceding three (3) month period in paying the Annual Assessment and who remain delinquent at the time of report and describing the status of any action to collect such Annual Assessment and/or special assessments which remain delinquent.

Article IV. Officers

Section 1. Officers.

The officers of the Association are the President, a Vice-President, a Secretary, and a Treasurer. The Board of Directors may select, appoint and/or remove such other officers, as it deems appropriate, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices, other than the offices of president and secretary, may be held by the same individual.

Section 2. Election Term of Office and Vacancies.



The officers of the Association are elected annually from within and by the Board of Directors (except for the initial Officers appointed after incorporation of the Association) at the first meeting of the Board of Directors held after the annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal.

Any officer may be removed by a majority vote of the Board of Directors, at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties.

The officers of the Association each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The Chief Executive Officer of the Association is the President. The Treasurer has primary responsibility for the preparation of the budget, as provided for in the Declaration, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance committee, or a management agent.

Section 5. Resignation.

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation takes effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation is not necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Etc.

All agreements, contracts, deeds, leases, and other instruments of the Association must be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Compensation.

No officer may receive any compensation from the Association for acting in such capacity.

Section 8. Checks.

All checks must be signed by at least two (2) officers or Directors or by such other person or persons as to be designated by the Board of Directors. The Board of Directors may authorize that checks for less than \$500.00 only require the signature of one (1) officer or Director.

Article V. Committees

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a

quorum is present. Such committees perform such duties and have such powers as may be provided in the resolution creating same. Each committee is composed and operates in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI. Miscellaneous

Section 1. Fiscal Year.

The fiscal year of the Association is the calendar year, unless otherwise set by resolution of the Board of Directors.

Section 2. Conflicts.

If there are conflicts or inconsistencies among the provisions of Texas law, the Declaration, the Articles of Incorporation, these Bylaws, and/or any Rules and Regulations of the Association, the provisions of Texas law, the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association (in that order) prevails.

Section 3. Books and Records.

The Association must keep correct and complete books and records of account and must also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors and must keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by and at the expense of any Member, or his agent or attorney, at a reasonable time upon the submission of a written request stating a proper purpose of the request. Only the books and records relevant to the stated purpose of the request need be made available for inspection.

Section 4. Audit.

An audit of the accounts of the Association must be performed annually by a qualified, independent certified public accountant. Each annual audit must be in accordance with generally accepted auditing standards to obtain reasonable assurance that the Association's financial statements are free of material misstatements, to assess accounting principles used, and to evaluate the overall financial statement presentation. A more comprehensive audit may be performed in any given year as deemed necessary or appropriate by the Board.

Section 5. Indemnification.

The Association shall indemnify a director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

Section 6. Amendment.



Except for amendments requiring the vote of Members and Mortgagees as provided in Article VIII of the Declaration, these Bylaws may be amended by a majority vote of the Board of Directors at a meeting duly called and held pursuant to Section 82.102(a)(1) of the Texas Property Code. Notice of a proposed Bylaws amendment must be included in the notice of meeting. However, the percentage of voting power necessary to amend a specific provision is not to be less than the prescribed percentage of affirmative votes required for action to be taken under that provision.

Any amendments to the Declaration, upon obtaining the requisite approvals as provided therein, may be prepared by an officer of the Association, and executed, certified and recorded by the President or the Secretary of the Association on behalf of the Association.

[Signature page follows.]

CERTIFICATION

I, the undersigned, being the Secretary of the Association, do hereby certify that at a meeting of the Members of the Association duly called and held on the ____ day of _____, 2026, the foregoing "Amended and Restated Bylaws of Pheasant Landing Owners Association, Inc." was duly approved by the vote of at least sixty seven (67%) of the Members and fifty one percent (51%) of the Mortgagees as provided in Article VIII of the Declaration.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below but made effective as of the date approved by the Board of Directors, as specified above.

**PHEASANT LANDING OWNERS ASSOCIATION,
INC.**

Date: _____

By: _____

Printed Name: _____

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this day personally appeared _____, Secretary of Pheasant Landing Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the ____ day of _____, 2026, to certify which witness my hand and official seal.

Notary Public – State of Texas

