

**BY-LAWS
OF
BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC.,
a Texas Non-Profit Corporation**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC. hereinafter sometimes referred to as the "Association" or the "Corporation". The current principal office of the Corporation is located at 308 W. Parkwood Avenue, Suite 104-A, Friendswood, Texas 77546, or at such other address as may be designated by the Corporation's Board of Directors, but meetings of Members and Directors may be held at such places within the State of Texas, as may be reasonably designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to those certain properties described in the official plats and in the Declaration of Covenants, Conditions and Restrictions applying to Bayou Bend Estates subdivision being a subdivision in Galveston County, Texas, of record in the Office of the County Clerk of Galveston County, Texas, respectively, as well as any additional properties which may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to that portion of any of the plots of land shown upon any recorded subdivision map of the Properties on which there is or will be built a single-family dwelling, with the exception of the Common Area(s) and designated reserves.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having an interest in the mineral estate only.

Section 6. "Covenants" "Declaration" and/or "Restrictions" shall mean and refer to: the

Declaration of Restrictions, Covenants and Reservations for Bayou Bend Estates, to be recorded in the Official Public Records of Real Property of Galveston County, Texas, and any additions, amendments and/or supplements thereto and the Common Area Utility and Drainage, and Maintenance Access Easements and Restrictions filed for record in the Official Public Records of Real Property of Galveston County, Texas, if any, as well as the Covenants for any additional Sections which may hereafter be brought within (annexed into) the jurisdiction of the Association.

Section 7. "Members" shall mean and refer to those persons entitled to membership as provided in the Covenants, the Association's Articles of Incorporation and/or these By-Laws. Every person or entity who is a recorded Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Each Owner shall, upon and by virtue of becoming an Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for the transfer of membership in the Association. Membership in the Association is expressly limited to the Owners of Lots, such ownership being the sole qualification for membership.

Section 8. "Board" or "Board of Directors" shall mean and refer to the Association's Board of Directors.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. The Annual Meeting of the membership, for purposes of receiving all Association and financial reports and transacting such other business as may properly come before the Board, shall be held during the first quarter of every calendar year, at a time and place designated by the Board. The Board of Directors may change the date of the Annual Meeting, at its discretion as deemed necessary; provided, however, that such alternate date shall be on or before March 31 of each year. Additional regular meetings of the membership may be scheduled by the Board of Directors at its discretion, if such meetings are deemed necessary. The election of Directors shall be held on the same date and at the same location as the Annual Meeting, and shall be held immediately prior to the Annual Meeting for the purpose of accepting and tabulating all ballots, including those ballots cast in person, by proxy or by absentee ballot, and thereat determining the outcome of the election of Directors of the Association.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President, by at least three (3) members of the Board of Directors, or upon the signed written

request of the Members who are entitled to vote at least ten percent (10%) of the membership. Notice of the Special Meeting shall conform to Section 3 set forth hereinafter and shall state the time, place and purpose of the meeting. The business transacted at such Special Meeting shall be limited and restricted to the purpose for which such meeting was called.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Covenants, or these By-Laws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days (but no more than sixty [60] days) before such meeting to each Member entitled to vote thereat, 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. Such notice shall specify the place, day and hour of the meeting, and in the case of a Special Meeting, the purpose of the meeting. Notice of meetings may also be provided by such other means and processes as are authorized by pertinent Texas laws. In addition to the aforementioned mailing requirements, notice of any Annual or Special meeting of the members may also be posted in a conspicuous manner reasonably designed to provide notice to members, in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; on any Internet website maintained by the Association or other Internet media; or by sending the notice via e-mail to each Owner who has registered an e-mail address with the Association. It is an Owner's responsibility to keep an updated e-mail address registered with the Association.

Section 4. Quorum. The presence, either in person or by proxy, at the meeting of the Members entitled to cast at least fifty percent (50%) of the votes as provided herein shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Covenants, or these By-Laws. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present in person or represented by proxy shall have power to adjourn and/or reschedule the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned / rescheduled meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the required quorum is not forthcoming at such a meeting, the meeting may be adjourned and/or rescheduled to a new date and/or time, not less than five (5) minutes, nor later than seven (7) days from the date of that adjourned / rescheduled meeting, and the required quorum at such meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting. This procedure shall be continued until a quorum has been obtained; provided however, that such reduced quorum requirement shall not be applicable at a subsequent meeting held more than sixty (60) days following the originally scheduled meeting.

Section 5. Vote. One (1) Vote Per Lot / Proxy Voting. Where more than one person owns an interest in any Lot, all such persons shall be Members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote or ballot be cast with respect to a Lot. A Member may vote at any meeting of the membership either in person or by

proxy executed in writing by the Member, or by a duly authorized attorney-in-fact. Proxies shall be filed with the Secretary of the Association before or at the time of the meeting and shall automatically cease upon conveyance by the Member of their Lot. Every proxy shall be revocable and shall specify the meeting to which it applies, and it shall specify the action to which it applies. General proxies shall not be permitted. All ballots must be written and must be signed by the respective member casting such vote. Electronic voting may be utilized, in accordance with pertinent Texas laws. In the event any race / election is uncontested, written and signed ballots shall not be required.

Absentee and/or electronic ballots: (1) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (2) may not be counted, even if properly delivered, if the owner attends any meeting to vote in person – votes cast at a meeting by a property owner supersede any vote submitted by absentee or electronic ballot previously submitted; and (3) may not be counted on the final vote or a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. Solicitations for votes by absentee ballot must include the language and provisions required by Section 209.00592 of the Texas Property Code.

Absentee ballots and electronic ballots shall be tabulated and/or counted prior to the commencement of any meeting which has been scheduled in connection with an election or vote on any subject, which ballots / votes shall be tabulated and/or counted by persons who qualify in accordance with Section 209.00594 of the Texas Property Code. Such persons may tabulate votes in an election or vote but may not disclose to any other person how an individual voted. No other person shall have access to such ballots, unless part of a recount process authorized by law.

In order to be eligible to cast a vote, at any meeting, each owner must not be in default in payment of all assessments, late fees, penalties, interest, maintenance charges, utility charges, and/or other monies due and payable to the Association. For purposes of clarification, any assessment or other charge not paid in full by the fifteenth (15th) day of the calendar month when such charge is due shall be considered in default.

Section 6. Cumulative voting. Cumulative voting shall not be allowed.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Board of Directors. The affairs of the Association shall be managed by a Board of not less than three (3) Directors, nor more than five (5) Directors, all of whom must be Members of the Association. The number of Directors shall be an odd number, and which number may be increased as deemed necessary by the Board, upon a vote of a majority of the then serving Directors. Directors shall be elected by the membership. Each Director shall serve until he or she resigns or until he or she is removed by a majority vote of the Directors in accordance with these By-Laws. The initial Board shall serve until April 1, 2022, after which such time new Directors

shall be elected by the members and from thereafter all elected Board members shall serve a two (2) year term.

Nomination for election to the Board of Directors may be made by the members (including those who serve on the Board) prior to any election, with such nomination(s) being received by the Association manager at least fourteen (14) days prior to the scheduled election or meeting. Nominations shall not be made from the floor at any meeting, except for the first meeting after April 1, 2022. In accordance with Section 209.00593 of the Texas Property Code, at least ten (10) days before the distribution of absentee ballots and/or other ballots to the members, the Association will provide notice to the members soliciting candidates interested in running for any available position on the Board, which notice shall include a deadline to submit the candidate's request to be placed on the ballot.

Section 2. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Directors of the Association present at a Special Board meeting called for that purpose, at which meeting a quorum of the Directors is present. Furthermore, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. If a Board member is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or a crime involving moral turpitude, not more than 20 years before the date the Board is presented with the evidence, such convicted board member is immediately ineligible to serve on the Board, and automatically considered removed from the Board, and prohibited from service on the Board until such time as 20 years from and after the date of such conviction have passed.

Section 3. Vacancies. In the event of death, resignation or removal of a Director, the successor shall be appointed by an affirmative vote of a majority of the remaining Directors, even though such majority may constitute less than a quorum of the Board of Directors. Such appointed Director shall serve out only the remaining term of the deceased/resigned/removed director, after which such position shall be filled via regular election, per Section 1, above.

Section 4. Compensation. No Director shall receive compensation for any services rendered to the Association; provided, however, that any Director may be reimbursed for any documented "out-of-pocket" expenses incurred in the performance of his or her duties, including but not limited to time spent in connection with litigation, court appearances or depositions, all of which shall be fully reimbursed.

Section 5. Resignation. Any Director may resign at any time. Such resignation may be made in writing or electronically and shall take effect at the time specified therein or, if no time is specified, at the time of its receipt by a member of the Board or by the Association's managing agent. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE V MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least one (1) times every two (2) months, with notice to all members, at such place and time as may be fixed from time to time by the Board. Notice shall be provided to the members, in accordance with pertinent Texas laws. Should any meeting date fall upon a legal holiday, the meeting will be re-scheduled for another date and time as determined by a majority of the Board of Directors. The notice shall be mailed to each property owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or, notice must be provided at least 72 hours before the start of the meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to members, in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; on any Internet website maintained by the Association or other Internet media; and sending the notice by e-mail to each owner who has registered an e-mail address with the Association. It is an owner's responsibility to keep an updated e-mail address registered with the Association. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member(s) at his or her address as it appears on the records of the Association, with postage thereon paid.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors after notice to each Director, and after notice to the members.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of a quorum of the Directors present at a duly held meeting shall be regarded as the act of the Board.

Section 4. Attendance. Any Director who has failed to attend three (3) consecutive meetings may be removed from the Board of Directors, without notice, by the majority vote of the remaining Directors of the Association. Attendance by electronic means is permissible, in accordance with Section 209.0051 of the Texas Property Code.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action which they could take at a meeting by execution of a written consent instrument signed by all of the Directors, subject to the following exceptions. The Board may not, without prior notice to owners, consider or vote on: fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense on the issue. Any action so approved shall have the same effect as though taken at a meeting of the directors and must be summarized orally, including an explanation of any known actual or

estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting.

Section 6. Proxy. No Director may vote by proxy at any Board meeting.

ARTICLE VI POWERS OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the following rights and powers:

- (a) to adopt and publish rules and regulations governing the use of the Common Areas and recreational facilities, if any, and the personal conduct of the Members, their delegates and their guests, thereon, and to establish penalties for the infraction thereof;
- (b) to exercise for the Association all powers, duties and authority vested in or designated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the Covenants or the Laws of this State;
- (c) to employ such manager(s), independent contractor(s) and/or such other employees as it deems necessary, and to prescribe their duties and the terms of employment; and
- (d) to exercise such other rights and powers granted under the Covenants, the Articles of Incorporation, these By-Laws and/or the laws of this State. The Board may from time to time adopt Rules and Regulations and/or Guidelines addressing matters pertinent to the community, including but not limited to the following matters: exterior maintenance of homes; lawn maintenance; parking and/or storage of motor vehicles, trailers, boats, recreational vehicles and other such items within the subdivision; the keeping or storing of miscellaneous items, materials, debris, trash receptacles and other such items within the subdivision; the placement, keeping, maintenance and storage of basketball goals, play structures and other recreational equipment; the harboring and/or control of pets within the subdivision; noise levels and/or disturbances; garage sales, rummage sales and similar activities; use of retention pond areas; and, the imposition of fines and related penalties for infraction(s) of such Rules and Regulations and/or Guidelines.
- (e) to levy fines against owner(s) of property where violations of the restrictive covenants are observed, noted and confirmed. The Board may from time to time adopt Rules and Regulations and/or Guidelines addressing the imposition of fines and related penalties for infraction of the Covenants and/or Bylaws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record (i.e. minutes) of all its acts and corporate affairs and to present a financial statement to the Members at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-fourth (1/4) of the

Members who are entitled to vote;

- (b) monitor and support all officers, agents, and employees of the Association, in order to promote the performance of their respective duties;
- (c) as more fully provided in the Covenants, to:
 - (1) fix the amount of the annual assessment against properties subject to the jurisdiction of the Association at least thirty (30) days in advance of each annual assessment period, and take such actions as it deems appropriate to collect such assessments and to enforce the lien(s) provided to secure payment thereof; and
 - (2) send at least thirty (30) days written notice of each assessment to every Owner subject thereto in advance of each annual assessment period;
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a statement setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors, its management and/or its legal counsel, for issuance of such statements. If such statement indicates that an assessment has been paid, such statement shall be conclusive evidence of such payment;
- (e) procure and maintain such liability and hazard insurance as deemed appropriate on any property or facilities owned or maintained by the Association;
- (f) cause officers, directors and/or employees to be bonded or insured, as deemed appropriate by the Board;
- (g) cause the Common Area(s) and recreation facilities, if any, to be maintained;
- (h) suspend the voting rights and right to the use of any facilities or services or common areas provided by the Association of a member during any period in which such member shall be in default in the payment of any assessment and/or other charge levied by the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. Officers of the Association shall be elected annually by the Board of Directors. The election of officers shall take place at the first meeting of the Board of Directors held after the annual membership meeting each year.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless an officer shall sooner resign, be removed, or become otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 7. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than two of the other offices except in the case of special offices created pursuant to Section 4, of this Article.

Section 8. Duties. The duties of the officers of the Association are as follows:

President

- a. The president shall preside over all meetings of the Board of Directors and Membership, deciding all questions of procedure and order.
- b. The president shall sign all approved written instruments of the Association, including, but not limited to contracts, leases, deeds, and mortgages.
- c. The president shall formulate goals and plans for the year and present them to the Board of Directors or the Membership, as appropriate, for approval.
- d. The president shall execute all orders, resolutions and motions of the Board of Directors and/or the Membership.
- e. The president shall serve as Ex-Officio member of all Committees.

Vice-President

The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

Secretary

a. The secretary shall record or cause to be recorded the votes and keep or cause to be kept the minutes of all meetings and proceedings of the Board of Directors and of the Members and submit all minutes at subsequent meetings for approval. In the event such duties are delegated to the Association's managing agent, property management, management company personnel, etc., the secretary shall work in conjunction with such management personnel as necessary, in order to promote the performance of such functions.

b. The secretary shall serve or cause to be served notice of meetings of the Board of Directors and of the Membership.

c. The secretary shall keep or cause to be kept appropriate current records showing the Members of the Association together with their addresses.

d. The secretary shall perform such other duties as required by the Board of Directors.

Treasurer

a. The treasurer shall be responsible for maintaining the records of financial accounts of the Association.

b. The treasurer shall be responsible for depositing receipts into a Federally insured account and disbursing expenses of the Association as directed by the Board of Directors.

c. The treasurer shall be responsible for maintaining a record of physical assets of the Association that are currently in use and shall notify the Secretary or the Board of Directors of any change in status.

d. The treasurer shall be responsible for maintaining a depository for physical assets when not in use.

e. The treasurer shall be responsible for preparation of legal returns required by taxing authorities.

f. The treasurer shall be responsible for preparing the budget for approval by the Board of Directors, including tentative drafts to be presented to the Board of Directors.

g. The treasurer shall be responsible for preparation of an annual budget and a statement of income and expenditures to be presented to the Membership at its regular Annual Meeting, and shall make same available to each Member of the Association.

ARTICLE VIII COMMITTEES

Section 1. Association Appointments. At its discretion, the Board of Directors may appoint Committees, as provided in the Declaration and these By-Laws, as deemed appropriate for carrying out its purposes. These Committees may include, but are not limited to, the following:

- a. Architectural Control Committee - as provided in the Covenants.
- b. Recreation Committee - to advise the Board of Directors on all matters pertaining to the recreational program(s) and activities of the Association and to perform such functions as the Board in its discretion determines.
- c. Maintenance Committee - to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and to perform such other functions as the Board in its discretion determines.

Section 2. Function of Committees. It shall be a function of each Committee to respond to inquiries from Members on any matter involving Association duties and activities within its field of responsibility. The Committee shall handle such inquiries or refer them to the appropriate Committee member, Director or officer of the Association.

Section 3. Reports. All Committees appointed by the Board are required to keep written records of their proceedings and make regular reports as required by the Board.

Section 4. Tenure. Any Committee shall serve until its purpose has been accomplished or until dissolved by the Board, whichever occurs first.

ARTICLE IX INDEMNIFICATION OF DIRECTORS AND OFFICERS

Pursuant to the pertinent provisions of the Texas Business Organizations Code, other Texas laws, and subject to the provisions thereof, the Corporation may indemnify any Director or officer (or former ones) for expenses and costs, including attorney's fees, which are actually and necessarily incurred in connection with any claim asserted by reason of being or having been a Director or officer, only if it is determined that the person's actions were conducted in good faith and were reasonably believed to be in the Corporation's best interest relative to conduct in any official capacity and that, in all other cases, the conduct was at least not opposed to the Corporation's best interest. In regard to criminal proceedings, the Corporation must find that there was no reasonable

cause to believe the conduct was unlawful. The intent of this By-Law provision is to allow the Corporation, by majority vote of its Board of Directors, to indemnify its Directors and officers to the maximum extent allowed by law without the necessity of a vote of the membership, including reimbursement for missed time from their respective employment.

Further, the Board of Directors may purchase and maintain insurance against any liability whether or not the Corporation has the power to indemnify against that liability, to the extent that the majority of the Board deems such insurance necessary.

ARTICLE X BOOKS AND RECORDS

Upon reasonable written notice stating the specific purpose of the demand to the Secretary of the Association, and subject to the demand being deemed proper pursuant to the pertinent provisions of the Texas Property Code, the specific books, records and papers of the Association (as outlined in the written demand) shall, during reasonable business hours, be subject to inspection and copying (at a reasonable cost to the Member) by any Member or Member's agent, accountant, or attorney. The Board of Directors shall, from time to time, adopt a formal Policy which addresses the production and photocopying of such documents, as required by the Texas Property Code.

ARTICLE XI CHECKS AND DISBURSEMENTS

Each check issued upon the account of the Association must have at least two (2) authorized signatures, one of which must be a Director of the Association. No check shall ever be pre-signed in blank by any agent, Officer, or Director authorized to sign checks. The Board of Directors is authorized, by resolution, to designate the authorized signatures for withdrawal of funds. No funds belonging to the Association may ever be disbursed without the specific approval of a duly authorized Director.

ARTICLE XII ASSESSMENTS / MAINTENANCE CHARGES

As more fully described in the Covenants, each Member is obligated to pay to the Association annual assessments (or annual maintenance charges) which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and may foreclose the lien against the property, and interest, costs, and reasonable attorney's fees incurred by the Association for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area(s), if any, or services provided by the Association or by

abandonment of a Lot.

**ARTICLE XIII
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT**

Each Member shall be entitled to the use and enjoyment of the Common Area(s) and recreational facilities, if any, owned by the Association. Any Member may delegate in writing his rights of enjoyment of the Common Area(s) and recreational facilities, if any, to the members of their family who reside on the property. Such Member shall notify the Secretary in writing of the name of any such delegate(s). The rights and privileges of such delegates are subject to the rules and regulations, By-Laws, Articles of Incorporation and Covenants of the Association to the same extent as the Member. As a pre-requisite to the use of such facilities, owners must be current ("paid in full") with regard to maintenance assessments and all related charges.

**ARTICLE XIV
AMENDMENTS**

Section 1. Amendment. These By-Laws may be amended by the affirmative vote of a majority of a quorum of the Directors present at a Special Board meeting called for that purpose, at which meeting a quorum of the Directors is present.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

**ARTICLE XV
GENDER AND GRAMMAR**

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

**ARTICLE XVI
FISCAL YEAR**

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

IN WITNESS, WHEREOF, we, being all of the initial Directors of BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC., have hereunto set our hands on this the 23rd day of November, 2020.

Leslie Karam
LESLIE KARAM

CERTIFICATION

I, LESLIE KARAM, do hereby certify that I am the duly elected and acting Secretary of BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC., a Texas Non-Profit Corporation, and that the foregoing document constitutes the By-Laws of BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC. as fully adopted at the meeting of its Directors, held on the 23rd day of November, 2020.

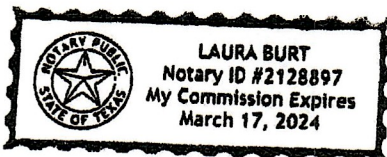
BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC.

Leslie Karam
By: Leslie Karam, Secretary


STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, the undersigned authority, on this day personally appeared LESLIE KARAM, as Secretary of BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23rd day of November, 2020.



Laura Burt
Notary Public, State of Texas



JEROME M. KARAM

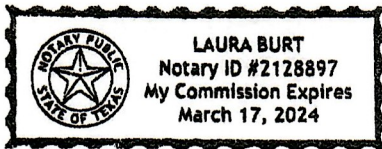
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COUNTY OF GALVESTON

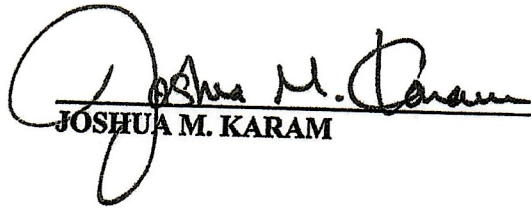
Before me, the undersigned authority, on this day personally appeared JEROME M. KARAM, President of BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23rd day of November, 2020.





Notary Public, State of Texas


JOSHUA M. KARAM

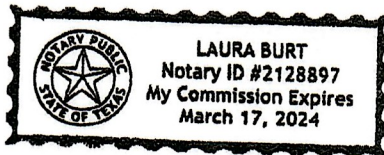
STATE OF TEXAS

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COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared JOSHUA M. KARAM, Vice President and Treasurer of BAYOU BEND ESTATES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23rd day of November, 2020.




Notary Public, State of Texas