

BY-LAWS OF
BELFIORE CONDOMINIUM OWNERS ASSOCIATION INC.

TABLE OF CONTENTS

Page

ARTICLE I.

Members, Meetings and Voting Rights.	Page 1
Section 1. Members.	Page 1
Section 2. Voting.	Page 1
Section 3. Qualifications for Voting.	Page 1
Section 4. Annual Meetings.	Page 1
Section 5. Notice.	Page 2
Section 6. Special Meetings.	Page 2
Section 7. Quorum.	Page 2
Section 8. Proxies.	Page 2
Section 9. Majority Vote.	Page 2
Section 10. Cumulative Voting.	Page 2

ARTICLE II.

Board of Directors.	Page 3
Section 1. Number and Qualification.	Page 3
Section 2. Election.	Page 3
Section 3. Removal and Vacancies.	Page 3
Section 4. Compensation and Expenses.	Page 3
Section 5. Action by Written Consent.	Page 4
Section 6. Regular Meetings.	Page 4
Section 7. Special Meetings.	Page 4
Section 8. Waiver of Notice.	Page 4
Section 9. Quorum.	Page 4
Section 10. Nomination.	Page 4
Section 11. Powers and Duties.	Page 4
Section 12. Order of Business.	Page 4
Section 13. Presumption of Assent.	Page 4

ARTICLE III.

Officers.	Page 5
Section 1. Executive Officers.	Page 5
Section 2. President.	Page 5
Section 3. Vice Presidents.	Page 5
Section 4. Secretary.	Page 5
Section 5. Treasurer.	Page 5
Section 6. Compensation.	Page 6

ARTICLE IV.

Delegation of Board Duties; Committees.....	Page 6
Section 1. Delegation of Board Duties.....	Page 6
Section 2. Committees.....	Page 6

ARTICLE V.

Amendment.	Page 6
Section 1. Amendment.	Page 6

ARTICLE VI.

Miscellaneous Provisions.....	Page 6
Section 1. Checks, Drafts, Etc.	Page 6
Section 2. Deposits.....	Page 6
Section 3. Fiscal Year.	Page 7
Section 4. Insurance Proceeds.	Page 7

ARTICLE VII.

Indemnification of Directors and Officers.....	Page 7
Section 1. Persons.	Page 7
Section 2. Standard.....	Page 7
Section 3. Extent.	Page 7
Section 4. Determination.	Page 8
Section 5. Proration.	Page 8
Section 6. Advance Payment.	Page 8
Section 7. Non-Exclusive and Consistent.	Page 8
Section 8. Continuation.	Page 8
Section 9. Insurance.	Page 9
Section 10. Limits of Liability and Indemnification.	Page 9
Section 11. Other.....	Page 9
Section 12. Appearance as a Witness.	Page 9
Section 13. Savings Clause.....	Page 9

**BY-LAWS OF
BELFIORE CONDOMINIUM OWNERS ASSOCIATION INC.**

BELFIORE CONDOMINIUM OWNERS ASSOCIATION INC., a Texas non-profit corporation (the “*Association*”), formed under and pursuant to the Texas Non-profit Corporation Law is the corporation referred to in the Belfiore Declaration of Condominium (the “*Declaration*”), which creates a condominium regime in Houston, Harris County, Texas, pursuant to the provisions of the Texas Uniform Condominium Act. The terms used in these By-Laws shall have the same meanings given to them in the Declaration, unless otherwise specifically provided. In the event of any conflict between the terms and provisions of these By-Laws and the Declaration, the Declaration shall control.

**ARTICLE I.
Members, Meetings and Voting Rights**

Section 1. Members. Each Owner shall be a member of the Association so long as he shall be an Owner of a Residence Unit, all as more fully set forth in the Declaration.

Section 2. Voting. Each Owner shall be entitled to one vote for each Residence Unit owned by such Owner, weighted in proportion to the Allocated Interest of such Residence Unit in the Common Elements, all as more fully set forth in the Declaration.

Section 3. Qualifications for Voting. No Owner, other than the Declarant, shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Residence Unit in the Condominium to the Secretary of the Association. Any Owner who is in default for more than thirty (30) days in the payment of his Common Expense Charges or any other sums owed to the Association may have his right to vote revoked by action of the Board of Directors, pending payment of such amounts. In the event that ownership interests in a Residence Unit are owned by more than one member of the Association, such members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Residence Unit. Such Owners shall appoint one member who shall be entitled to exercise the vote of that Residence Unit at any meeting of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Residence Unit is owned by more than one member and only one of such members is present at a meeting of the Association, that member may cast the vote allocable to such Residence Unit; however, if more than one member is present and no single member is designated to vote on behalf of the members having an ownership interest in such Residence Unit, then none of such members shall be allowed to vote. All members of the Association may attend meetings of the Association and all voting members may exercise their vote at such meetings either in person or by proxy.

Section 4. Annual Meetings. After the election of the first Fully Elected Board, the annual meeting of the members of the Association shall be held in the Building, or at such other place as

may be designated in writing by the Board at 8:00 p.m. on the third Wednesday in March of each calendar year (or the first business day thereafter if such day is a federal holiday). At the discretion of the Board, the annual meeting of the members of the Association may be held at such other reasonable time as may be designated by written notice of the Board delivered to the members not less than ten (10) nor more than fifty (50) days prior to the date fixed for said meeting.

Section 5. Notice. Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail, by placing such notice in the mail distribution facilities of each Owner in the Building, by electronic transmission or by facsimile. If delivery is made by mail, it shall be deemed to have been delivered upon deposit in the U.S. Mail postage prepaid, addressed to an Owner at his Residence Unit or to such other address as the Owner may have given in writing to the Secretary of the Association for the purpose of service of notices. If transmitted electronically or by facsimile, notice is deemed to be delivered on successful transmission thereof. Any address for purposes of notice may be changed from time to time in writing to the Secretary. For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the Association shall be determined at the close of business on the twenty-first day preceding such meeting.

Section 6. Special Meetings. Special meetings of the members may be called at any time by the President or any Vice President, by members having twenty percent (20%) of the total voting power in the Association or by a majority of the Board of Directors. Written or printed notice stating the place, date and time of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each member not less than ten (10) nor more than thirty-one (31) days before the date of such meeting.

Section 7. Quorum. The presence in person or by proxy of Owners representing a majority of the total voting power of the Association shall constitute a quorum for holding any meeting of the Association. The Owners present in person or represented by proxy at a meeting, though less than a quorum, shall have the power to adjourn and reconvene the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such reconvened meeting, at which a quorum shall be present or represented by proxy, any business may be transacted as was set out in the notification of the original meeting.

Section 8. Proxies. At any meeting of the Association, votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Association. All proxies shall be revocable unless expressly provided therein, and shall automatically terminate upon conveyance by the Owner of his Residence Unit.

Section 9. Majority Vote. Except as otherwise provided in the Declaration or these By-Laws, all action to be taken or authorized by the members shall be deemed validly taken or authorized upon adoption by the vote of Owners representing a majority of the total voting power of the Association.

Section 10. Cumulative Voting. At all meetings of the Association, cumulative voting shall not be permitted.

ARTICLE II. Board of Directors

Section 1. Number and Qualification. ~~The Board of Directors shall consist of not less than three (3) and no more than thirteen (13) persons, such number to be set by resolution of the Board of Directors, provided that no decrease in the number of Directors that would have the effect of shortening the term of an incumbent Director may be made by the Board of Directors. None of the Directors need be members of the Association.~~ See Attached Amendment, dated Nov. 14, 2019.

Section 2. Election. The Directors shall be elected by the members at each annual meeting. At the meeting of the members of the Association convened for the election of the first Fully Elected Board, the members shall elect one-third of the total number of Directors for terms of one (1) year each, one-third of the total number of Directors for terms of two (2) years each, and one-third of the total number of Directors for terms of three (3) years each, provided that if the total number of Directors set by the Board is not evenly divisible by three, the number of Directors to serve each term shall be adjusted so that the fewer number of Directors serve the shorter terms (and the number of Directors serving the same term shall never be more than one Director in excess of the number of Directors serving any other term). Thereafter, at the annual meeting of the members, the members shall elect the number of Directors necessary in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting, each to serve a term of three (3) years. Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these By-Laws. The nominees receiving the highest number of votes shall be elected. All votes shall be cast by written ballot.

The elected members of the Board (other than members of the Interim Board and the first Fully Elected Board) shall serve for a term of three (3) years unless sooner terminated by death, resignation or removal.

Section 3. Removal and Vacancies. Any Director may be removed from the Board with or without cause, by the affirmative vote of Owners representing a majority of the voting power in the Association, at a special meeting called for such purpose or at an annual meeting. In such an event, a successor for such removed Director shall be selected by a vote of the Association. Vacancies in the Board of Directors caused by reasons other than removal shall be filled by the remaining Directors. A Director elected or appointed to fill a vacancy created on the Board shall serve for the unexpired term of his predecessor.

Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of members or at a special meeting called for such purpose. The Directors elected to fill such newly created positions shall serve for the term that would bring about the distribution of Directors as described in the proviso contained in the second sentence of Section 2 of this Article II.

Section 4. Compensation and Expenses. No member of the Board shall receive any compensation from the Association for acting as such but shall be reimbursed for reasonable expenses incurred while serving in such capacity.

Section 5. Action by Written Consent. If permitted by the Certificate of Formation of the Association, any action required or permitted to be taken by the Board may be taken without a meeting, if a written consent, stating the action to be taken, is signed by the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting. The consent must state the date of each Director's signature. A written consent signed by less than all of the Directors must meet the requirements of Section 22.220 of the Texas Business Organizations Code. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, facsimile, or electronic transmission at least five (5) days prior to the date set for such meeting.

Section 7. Special Meetings. Special meetings of the Directors may be called by the President or by any two (2) Directors. Not less than three (3) days notice of the meeting shall be given to each Director personally or by mail, telephone, facsimile or electronic transmission which notice shall state the time, place and purpose of the meeting.

Section 8. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting by a signed, written waiver.

Section 9. Quorum. A quorum at Board meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a duly called meeting at which a quorum is present shall constitute the acts of the Board.

Section 10. Nomination. Nomination for election to the Board (except the Appointed Board, the Interim Board and the first Fully Elected Board) shall be made by a nominating committee which shall consist of a chairman, who shall be a member of the Board whose term is not expiring, and two or more Owners, who shall be appointed by the Board prior to each annual meeting of the members of the Association. Each nominating committee member shall serve until his successor is appointed. The nominating committee shall nominate one or more candidates for each vacancy to be filled. Nominations may also be made from the floor at the annual meeting of the Association.

Section 11. Powers and Duties. All of the powers, authority and duties of the Association existing under the Texas Non-profit Corporation Law, the Declaration and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such is specifically required by the Texas Uniform Condominium Act, the Declaration and the By-Laws.

Section 12. Order of Business. At meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine. A chairman shall be chosen annually by the Board from among the Directors to preside over all Board meetings. The Secretary

of the Association shall act as secretary of the meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 13. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE III. Officers

Section 1. Executive Officers. The executive officers of the Association shall be a President, one or more Vice Presidents, a Treasurer and a Secretary, none of whom need be members of the Association. All officers shall be elected annually by the Board of Directors and shall serve until their successors shall have been elected or until they have been removed or have resigned. All officers shall be subject to removal at any time by the Board of Directors. The Board of Directors may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may, in its discretion, limit or enlarge the duties and powers of any officer elected by it. Any person may hold two or more offices except the President shall not also be the Secretary. The Board shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be necessary or advisable to manage the affairs of the Association.

Section 2. President. The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of an organized association including, but not limited to, the power to sign all leases, mortgages, deeds and other written instruments that have been approved by the Board or pursuant to the authority granted by the Board and the authority to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

Section 3. Vice Presidents. Each Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. If more than one Vice President is elected, the Board of Directors shall designate who is the First Vice President, who is the Second Vice President, etc. In the absence of the President, the First Vice President shall perform the duties of the President. Such authority to act for the President shall vest in the Vice Presidents in the order of their numerical designation by the Board of Directors.

Section 4. Secretary. The Secretary shall record the votes and keep the minutes of all proceedings of the Association and shall attend to the giving and serving of all notices to the Owners and Directors and other notices required by law; shall keep the records of the Association, except

those of the Treasurer; and shall perform all other duties incident to the office of Secretary of an organized association and as may be required by the Board or the President.

Section 5. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the books of the Association in accordance with generally accepted accounting procedures; shall cause an annual statement of the Association's books to be made at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership of the Association at its regular annual meeting, and shall make a copy available to each of the members of the Association; and shall perform all other duties assigned to him by the Board of Directors or incident to the office of Treasurer.

Section 6. Compensation. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association nor preclude the Board from contracting with a Director for the management of the Condominium.

ARTICLE IV. Delegation of Board Duties; Committees

Section 1. Delegation of Board Duties. Notwithstanding anything contained herein to the contrary, the Board may delegate any of its duties, powers or functions to a Managing Agent. The members of the Board shall not be liable for any acts or omissions of the Managing Agent.

Section 2. Committees. In addition to the committees provided for in the Declaration and the By-Laws, the Board of Directors may appoint such other committees as may be deemed appropriate by the Board.

ARTICLE V. Amendment

Section 1. Amendment. These By-Laws may be amended from time to time by the affirmative vote of members having not less than sixty percent (60%) of the total voting power of the Association, at an annual meeting or at a special meeting *provided* notice of said proposed amendment is contained in the notice of the special meeting.

ARTICLE VI. Miscellaneous Provisions

Section 1. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 2. Deposits. All funds of the Association not otherwise employed shall be deposited, from time to time, to the credit of the Association in such banks, trust companies or other depositories (including certificates of deposit and money market or similar funds) as the Board of Directors may select.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 4. Insurance Proceeds. In the event of any casualty loss covered in Section 6.2 of the Declaration for which the insurance proceeds are insufficient to provide for the repair, restoration or rebuilding of the Building as required in said Section, the building costs in excess of the insurance proceeds shall be assessed against all of the Owners as a Special Assessment in proportion to the Allocated Interest of each Owner, without the necessity for the consent of the members of the Association. The provisions of this Section of the By-Laws may be amended only by the affirmative vote of all the Owners and all Mortgagees, adopted subsequent to the date on which such fire or casualty loss occurs.

ARTICLE VII.

Indemnification of Directors and Officers

Section 1. Persons. The Association may, to the fullest extent permitted by law and in accordance with these By-Laws and the Certificate of Formation of the Association, indemnify, defend and hold harmless 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 (“*Proceeding*”) because such person (i) is or was a Director of the Association, or (ii) serves or served at the Association’s request as an officer, agent, or employee of the Association or (iii) is or was otherwise related to the Association.

Section 2. Standard. A person named in Section 1 of this Article VII shall be indemnified only if he has been fully successful, on the merits or otherwise, in the defense of the Proceeding, or if: (i) he conducted himself in good faith, and (ii) he reasonably believed: (a) in the case of conduct in his official capacity with the Association, that his conduct was in the best interest of the Association, and (b) in all other cases, that his conduct was at least not opposed to the Association's best interests; and (iii) in the case of any criminal Proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of a Proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent shall not of itself be determinative that the person did not meet the requirements of this Section 2. A person shall be deemed to have been found liable in respect of any claim, issue, or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

Section 3. Extent. A person named in Section 1 of this Article VII may be indemnified by the Association, if he satisfies the applicable standards of Section 2 of this Article VII, against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the Proceeding; but if the person is found liable

to the Association or is found liable on the basis that personal benefit was improperly received by the person, the indemnification (i) shall be limited to reasonable expenses actually incurred by the person in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association.

Section 4. Determination. Except as provided in the following sentence, a determination that a person has satisfied the standard for indemnification under Section 2 of this Article VII and a determination as to reasonableness of expenses may be made by a court or may be made by: (i) a majority of the Directors of the Association who at the time of the vote are not named defendants or respondents in the Proceeding, regardless of whether the Directors not named as defendants or respondents constitute a quorum; (ii) a majority vote of a committee of the Directors, if (a) the committee is designated by a majority vote of the Directors who at the time of the vote are not named defendants or respondents in the Proceeding, regardless of whether the Directors not named as defendants or respondents constitute a quorum; and (b) the committee consists solely of one or more of the Directors not named as defendants or respondents in the Proceeding; or (iii) special legal counsel selected by the Directors or a committee of the Directors by vote as set forth in (i) or (ii) above. A determination of indemnification for an employee, servant or agent of the Association is not required to be made in accordance with the preceding sentence.

Section 5. Proration. A determination under Section 4 of this Article VII may include a determination that a person has met the standard as to some matters, but not as to others, and may reasonably prorate amounts to be indemnified.

Section 6. Advance Payment. Reasonable expenses incurred by a person named in Section 1 of this Article VII who was, is, or is threatened to be made a named defendant or respondent in a Proceeding may be paid or reimbursed by the Association, in advance of the final disposition of the Proceeding and without any of the determinations specified in Section 4 of this Article VII, (i) if the person is a former Director or officer of the Association, on any terms the Association considers appropriate, or (ii) after the Association receives a written affirmation by the person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article VII and a written undertaking by or on behalf of such person to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of such person against expenses incurred by him in connection with that Proceeding is prohibited by Section 3 of this Article VII or Section 8.102 of the Texas Business Organization Code. Such written undertaking must be an unlimited general obligation of such person but need not be secured. It may be accepted without reference to financial ability to make repayment.

Section 7. Non-Exclusive and Consistent. The indemnification provided by this Article VII shall not be exclusive of any other rights to which a person may be entitled by law, these By-Laws, the Declaration, or otherwise. It is not the intent of the Association that any provision of this Article VII be inconsistent with the requirements and limitations provided in Chapter 8 of the Texas Business Organization Code, and to the extent that any provision hereof conflicts with any such requirement or limitation, the provisions of Chapter 8 shall govern.

Section 8. Continuation. The indemnification and advance payments provided by this Article VII shall continue as to a person who has ceased to hold a position named in Section 1 of this Article VII and shall inure to his heirs, executors, administrators and legal representatives.

Section 9. Insurance. The Association may purchase and maintain insurance or another arrangement on behalf of any person who holds or who has held any position named in Section 1 of this Article VII, against any liability asserted against him and incurred by him in any such position, or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under this Article VII or Section 8.102 of the Texas Business Organization Code. Subject to the foregoing, the Directors shall determine the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement.

Section 10. Limits of Liability and Indemnification. No person named in Section 1 of this Article VII shall be liable or otherwise obligated for any loss, damage, cost, and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions. Nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any person named in Section 1 of this Article VII with respect to any duties or obligations assumed or liability incurred by such person under and by virtue of the Declaration and these By-Laws that were assumed or incurred outside of the conduct specifically related to the fulfillment of such person's duties.

Section 11. Other. A Director, officer or representative of the Association shall have no personal liability for any contract or commitment entered into on behalf of the Association as agent for the Association.

Section 12. Appearance as a Witness. Notwithstanding any other provision of this Article VII, the Association may pay or reimburse expenses incurred by an indemnified person in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

Section 13. Savings Clause. If this Article VII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify and hold harmless each indemnified person as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

**CORPORATE CERTIFICATE
AS TO THE
AMENDMENT OF THE BYLAWS
BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned is a duly authorized Officer of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association named, set forth, and described in (i) that certain "Belfiore Declaration of Condominium" recorded under Film Code No. 214011 of the Condominium Records of Harris County, Texas, and all amendments thereto (the "Declaration"); and (ii) the Bylaws of the Association filed of record under File No. RP-2017-368288 of the Real Property Records of Harris County, Texas (the "Bylaws").

The undersigned does hereby certify that the attached Exhibit "A" constitutes a true and correct copy of amendment to the Bylaws of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, as adopted at a duly constituted meeting of the Members of the corporation held on November 8, 2019, at which a quorum of members of the Association was present in person or by proxy, by the affirmative vote of 81.1% of the total voting power of the Association, same being more than 60% of the total voting power of the Association, as required by, and in accordance with Article V of the Bylaws of the Association.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 14th day of November, 2019.

BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: [Signature]
(signature)

A. Glenn Bauguss Jr
(name printed)

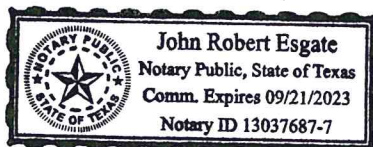
Its: Secretary
(title/position)

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 14th day of November, 2019, by A. Glenn Bauguss Jr, Secretary of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation.



[Signature]
Notary Public in and for the State of Texas

EXHIBIT "A"

**AMENDMENT TO THE
BYLAWS
OF
BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC. (the "Association")**

"Resolved, that Article II, Section 1 of the Bylaws shall be amended by deleting the existing Section 1 titled "Number and Qualification" and replacing same with the following new Section 1 titled "Number, Qualification and Term:

"Section 1. Number, Qualification and Term. The Board of Directors shall consist of no less than three (3) and no more than thirteen (13) persons, such number to be set by resolution of the Board of Directors, provided that no decrease in the number of Directors that would have the effect of shortening the term of an incumbent Director may be made by the Board of Directors.

No person shall be eligible for election or appointment to the Board unless such person is an Owner (unit owner).

If a unit is owned by a legal entity, such as a partnership, corporation, LLC or trust any officer, partner, trustee or employee of that entity owner shall be eligible to serve as a Director and shall be deemed to be an Owner for the purposes of this section. If the relationship between the entity owner and the Director representing it terminates, that directorship shall be deemed vacant.

Co-Owners of a single unit may not serve on the Board at the same time. Co-owners of more than one unit may serve on the Board at the same time, provided the number of the Co-Owners serving at one time does not exceed the number of units they co-own.

No Owner may be elected or appointed as a Director if any assessment against the Owner or his unit is more than sixty (60) days delinquent at the time of election or appointment. No Owner may continue to serve as a Director if any assessment against the Owner or his unit is more than sixty (60) day delinquent.

No Owner may be elected or appointed as a Director if documented evidence from a database or other record maintained by a governmental law enforcement authority reflects that the Owner has been convicted of a felony.

~~Directors may serve a maximum of two (2) consecutive three (3) year terms and may serve again after being off the Board for a time period which shall be the lesser of: (a) one (1) year, or (b) the period of time from the end of one annual meeting of the Association to the beginning of the next annual meeting of the Association.~~ See Attached Amendment, dated March 23, 2022

Directors are expected to attend, at minimum, 75% of the regularly scheduled Board meetings, either in person or by phone. Directors failing to attend the minimum number of meetings within a period of twelve (12) consecutive months will be required to attend the minimum number of meetings for the next twelve (12) month period or will be deemed to have resigned from their position as a Director."

RECORD AND RETURN TO:
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Richard C. Lievens
9225 Katy Freeway, Suite 250
Houston, Texas 77024



FILED FOR RECORD

8:00:00 AM

Wednesday, November 20, 2019



COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Wednesday, November 20, 2019



COUNTY CLERK
HARRIS COUNTY, TEXAS

**CORPORATE CERTIFICATE
AS TO THE
SECOND AMENDMENT OF THE BYLAWS
BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS:

The undersigned is a duly authorized Officer of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association named, set forth, and described in (i) that certain "Belfiore Declaration of Condominium" recorded under Film Code No. 214011 of the Condominium Records of Harris County, Texas, and all amendments thereto (the "Declaration"); and (ii) the Bylaws of the Association filed of record under File No. RP-2017-368288 of the Real Property Records of Harris County, Texas, as amended by that certain "Amendment of the Bylaws" (the "First Amendment" herein) filed of record under File No. RP-2019-514129 of the Real Property Records of Harris County, Texas (the Bylaws, as amended by the First Amendment, herein referred to as the "Bylaws").

The undersigned does hereby certify that the attached Exhibit "A" constitutes a true and correct copy of the Second Amendment to the Bylaws of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, as adopted at a duly constituted meeting of the Members of the corporation held on March 16, 2022, at which a quorum of members of the Association was present in person or by proxy, by the affirmative vote of 63.4% of the total voting power of the Association, same being more than 60% of the total voting power of the Association, as required by, and in accordance with Article V of the Bylaws of the Association.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 23rd day of March, 2022.

BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: _____

(signature)

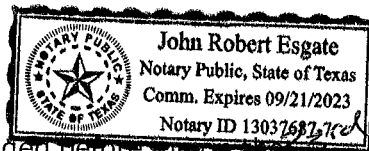
Thomas J. DeGeorgio
(name printed)

Its: _____

President of the Board
(title/position)

THE STATE OF TEXAS
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 23rd day of March, 2022 by Thomas J. DeGeorgio, President of **BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation.

Notary Public in and for the State of Texas

EXHIBIT "A"
SECOND AMENDMENT TO THE
BYLAWS
OF
BELFIORE CONDOMINIUM OWNERS ASSOCIATION, INC. (the "Association")

"Resolved, that Article II, Section 1 of the Bylaws shall be amended by striking the existing paragraph 7, dealing with the matter of term limits for Directors. The language to be stricken is as follows:

Directors may serve a maximum of two (2) consecutive three (3) year terms and may serve again after being off the Board for a time period which shall be the lesser of: (a) one (1) year; or (b) the period of time from the end of one annual meeting of the Association to the beginning of the next annual meeting of the Association."