
RESTATED AND AMENDED

BYLAWS

OF

**BAYOU WOODS – OAK HILL
ASSOCIATION OF PROPERTY
OWNERS, INC.**

**A TEXAS NONPROFIT
CORPORATION**

Effective January 1, 2018

RESTATED AND AMENDED BYLAWS OF BAYOU WOODS – OAK HILL ASSOCIATION OF PROPERTY OWNERS, INC.

A TEXAS NONPROFIT CORPORATION

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CERTIFICATE OF ADOPTION

**RESTATED AND AMENDED
BYLAWS OF
BAYOU WOODS – OAK HILL
ASSOCIATION OF PROPERTY OWNERS, INC.
A TEXAS NONPROFIT CORPORATION**

**ARTICLE I
Name; Offices**

1.1 Name. The name of the corporation is BAYOU WOODS – OAK HILL ASSOCIATION OF PROPERTY OWNERS, INC. (hereinafter referred to as the "Association").

1.2 Principal Office. The address of the principal office of the Association may be established and changed from time to time by the Board of Directors. Unless otherwise established as aforesaid, the address of the principal office of the Association will be the same as the address as set forth in the Association's most recently filed management certificate. The Association may also have offices at such other places as the Board of Directors may from time to time designate or as its business may require.

1.3 Registered Office and Agent. The Association must have and continuously maintain in the State of Texas a registered office, and a registered agent whose business office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be identical with the principal office of the Association. The registered agent and address of the registered office may be changed from time to time by the Board of Directors in accordance with the Texas Business Organizations Code.

**ARTICLE II
Definitions**

In addition to any other definitions set forth in these Bylaws, the following terms have the following meanings:

"Assessments" mean any and all monetary obligation owed by any Member or Owner to the Association as provided in these Bylaws and/or the Restrictions, including any dues, Annual Assessments, Special Service Assessments and any other charges.

"Bylaws" means these Restated and Amended Bylaws of Bayou Woods – Oak Hill Association of Property Owners, Inc., and all lawful amendments thereof.

"Electronic Means" means, refers to and applies to (i) any method of notices or other communications by email, by facsimile, or by posting on or other method of communication via an Internet website, or any combination thereof, as permitted by these Bylaws or other applicable Governing Documents, or by law, whereby the identity of the sender and receipt by the recipient can be confirmed, or (ii) holding of any meetings as permitted by these Bylaws or other applicable Governing Documents, or by law, by using a conference telephone or similar communications equipment, or another suitable electronic communications systems, including videoconferencing technology or the Internet, or any combination thereof,

whereby each participant may hear and be heard by every other participant. IT IS THE OBLIGATION OF EACH OWNER AND THEIR TENANT(S) TO MAINTAIN THE CAPABILITY TO RECEIVE ANY NOTICES OR OTHER COMMUNICATIONS FROM THE ASSOCIATION BY, AND TO PARTICIPATE IN ANY MEETINGS AS AFORESAID BY, ELECTRONIC MEANS.

"Governing Documents" means all documents and applicable provisions thereof regarding the use, maintenance, repair, replacement, modification or appearance of any properties within the Subdivision, including each Lot, or any rights, responsibilities or obligations of any Owners pertaining thereto, or to the Association, including without limitation the Restrictions, these Bylaws, Rules and Regulations, all written decisions and resolutions of the Board, and all lawful amendments to any of the foregoing.

"Lot" means each lot, tract or parcel of land located within the Subdivision and which contains one single family residence and related improvements. The term "Lot" does not include any common area or reserves within the Subdivision.

"Member" means every Person who is an Owner and holds a membership in the Association. Every Member which is not a natural person must designate a representative of such entity who is a natural person as provided in these Bylaws.

"Owner" means, where one or more Persons (i) the owner of record per the Official Public Records of Real Property of Harris County, Texas of the fee simple title of the Lot, and (ii) the holder or purchaser from any mortgagee or other Person holding a lien, encumbrance or other security interest as of the date upon which any such holder or purchaser acquires title pursuant to any judicial or nonjudicial foreclosure of any proceeding in lieu thereof. "Owner" does not include any mortgagee or other Person holding a lien, encumbrance, or other interest merely as security for the performance of an obligation.

"Person" means and includes any natural person, corporation, joint venture, partnership, association, trust, estate, government, or governmental subdivision or agency, and any other legal entity.

"Restrictions" means all covenants, conditions and restrictions applicable to the Subdivision or any part thereof.

"Rules and Regulations" means all rules, guidelines, policies and procedures, including as permitted or required by Chapters 202, 204 or 209 of the Texas Property Code, concerning or regulating the appearance, maintenance, operation, use or occupancy of the Subdivision, including the Lots, or common areas, or rights or obligations of Owners regarding the Subdivision or the Association, as from time to time adopted or amended by the Board, regardless of nomenclature or manner of designation, and which may include architectural guidelines.

"Subdivision" means the following real property located in Harris County, Texas, and any other real property as heretofore or hereafter made subject to the Restrictions and/or the jurisdiction of the Association, to wit:

BAYOU WOODS, SECTION 1, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 17, Page 34, Map Records of Harris County, Texas.

BAYOU WOODS, SECTION 2, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 18, Page 46, Map Records of Harris County, Texas.

BAYOU WOODS, SECTION 3, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 22, Page 54, Map Records of Harris County, Texas.

OAK HILL, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 46, Page 22, Map Records of Harris County, Texas.

ARTICLE III Membership; Voting Rights

3.1 Membership. Every Person who is the Owner of a fee simple title or undivided fee simple title interest applicable to any Lot within the Subdivision is a Member of the Association. No Owner, whether one or more Persons, may have more than one membership per Lot. Membership is appurtenant to and may not be separated from ownership of any Lot, and automatically passes with the title to the Lot.

3.2 Designations and Actions of Representatives, Effect. Each Member which is not a natural person is required to designate one natural person to act on such Member's behalf. The designation must be by written, dated and signed notice stating (i) the name, contact address and contact telephone number of the designating entity and of the designated representative, and (ii) the effective date of such designation. The effective date may not be earlier than midnight of the third business day after the dated of receipt of the notice by the Association. The Association is not required to recognize any person as being authorized to represent or act on behalf of any Member or Owner as aforesaid until the effective date of the designation. Any designated representative may be changed from time to time in the same manner as required for original designation. In the event of conflict between designations, the most currently dated designation will control.

3.3 Cumulative Voting Prohibited. Cumulative voting is prohibited as to any matter placed before the membership for a vote, including election of Directors.

3.4 Voting Rights and Methods.

3.4.1 Voting Rights. The Owner of each Lot is entitled to one vote per Lot on each matter submitted to a vote of the Members.

3.4.2 Right to Vote. Any provision in the Association's Governing Documents that would disqualify an Owner from voting in an Association election of a member or members of the Board of Directors or on any matter concerning the rights or responsibilities of the Owner is void.

3.4.3 Method of Voting. Voting rights of an Owner may be cast or given in person or by proxy at any meeting of Owners. The Association is not required to provide any Owner with more than one voting method so long as each Owner may vote in person at a meeting or by proxy. Except as next provided, any vote cast by an Owner must be in writing and signed by the Owner. The Board may adopt rules to allow voting by secret ballot as provided in **Section 3.5.5**. Voting rights may also be exercised by absentee or electronic ballot,

but only if and as may be permitted by the Board as provided in **Section 3.5.2**. In an election written and signed ballots are not required for uncontested elections.

3.4.4 Multiple Owners. The Owner of each Lot has one vote for each Lot owned. When more than one Person holds an ownership interest in a Lot, all such Persons are Members, but in no event will they be entitled to more than one vote with respect to each particular Lot owned. The single vote, approval, or consent of such joint Owners must be cast or given in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners will be permitted to vote, approve, or consent as to any such matter upon which a majority decision cannot be reached. The vote, approve, or consent of any single Owner from such joint Owners is conclusively presumed to be cast or given in accordance with the decision of the majority of the joint Owners and with their full authority.

3.5 Voting Procedures.

3.5.1 Voting in Person or by Proxy. At all meetings of Members, voting may be in person or by proxy. Voting by proxy is deemed voting in person for all purposes.

3.5.2 Voting by Absentee or Electronic Ballot. The Board may, but is not obligated to, permit Members to vote at any meeting of Owners on any matter by absentee ballot or by electronic ballot in accordance with Section 209.00592 of the Texas Property Code. The Board may adopt procedures for voting by absentee ballot or electronic ballot to apply to any particular meeting, or to apply to all meetings. In the latter case the Board is specifically authorized to amend these Bylaws accordingly without the vote, approval or consent of any Owner or any other Person. Any such amendment must be filed in the Official Public Records of Real Property of Harris County, Texas. VOTING BY ABSENTEE BALLOT OR ELECTRONIC BALLOT IS NOT PERMITTED UNLESS AND UNTIL THE BOARD ADOPTS PROCEDURES AS AFORESAID FOR VOTING BY ABSENTEE BALLOT OR ELECTRONIC BALLOT.

3.5.3 Voice or Show Votes. Members may vote by voice or show of hands as to any procedural matters or motions at a meeting, including approval of minutes, appointment of vote tabulators, when applicable, or adjournment of a meeting, or as to any uncontested matters. The results of any such vote must be reflected in the minutes of the meeting.

3.5.4 Multiple Owners. When more than one Person holds an ownership interest in a Lot, all such Persons ("Co-Owners") are Members, but in no event will they be entitled to more than one vote with respect to each Lot owned. The single vote, approval, or consent of Co-Owners must be cast or given in accordance with the decision of a majority, or if the Co-Owners cannot reach a majority decision, then none of the Co-Owners will be permitted to vote, approve, or consent as to any such matter upon which a majority decision cannot be reached. The vote, approval or consent of any single Co-Owner from among all Co-Owners of a Lot is conclusively presumed to be cast or given in accordance with the decision of the majority of the Co-Owners and with their full authority unless specific written notice to the contrary is given to the Association by another Co-Owner within fifteen days after the applicable vote, approval or consent.

3.5.5 Ballots.

(a) Except as provided by subsection (e), a vote cast by a Member of the Association must be in writing and 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 these Bylaws or other Governing Documents if and to the extent a vote of the Members is required as to the same, (iv) on a proposed adoption of a special assessment, if and to the extent a vote of the Members is required as to the same, or (v), on the proposed removal of a Director.

(b) If the Board elects to use a ballot for a vote on a matter other than a matter described by subsection (a), the ballot must be (i) in writing and signed by the member, or (ii) cast by secret ballot in accordance with subsection (e).

(c) Electronic votes cast under **Section 3.5.2** or as otherwise herein permitted constitute written and signed ballots.

(d) In an Association election written and signed ballots are not required for uncontested races.

(e) The Board may adopt rules to allow voting by secret ballot by Association Members. In such event, the Board must take measures to reasonably ensure that (i) a Member cannot cast more votes than the Member is eligible to cast in an election or vote, (ii) the Association counts each vote cast by a Member that the Member is eligible to cast, and (iii) in any election for the Board, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed.

3.5.6 Proxies. All proxies must be in writing, must be signed by the applicable Owner or such Owner's attorney-in-fact, and must be dated. All proxies must set forth in legible form the name(s) of the Member(s) giving the same and the address of each Lot as to which voting rights are being exercised. Any proxy may be submitted to the Association by Electronic means. All proxies must be received by the Association, by personal delivery, by United States mail or by Electronic Means, by the date of the meeting to which the same pertains and not later than the conducting of any vote at the meeting, or such earlier date and/or time as stated in the notice of the meeting. Unless otherwise provided by the proxy, a proxy is revocable and expires eleven months after the date of its execution. A proxy may not be irrevocable for longer than eleven months.

3.6 Verification and Tabulation of Voting Results.

3.6.1 By Whom Verified. Voice or show voting results as provided in **Section 3.5.3** will be verified and tabulated by the chairperson of the meeting to which the same pertains. Proxy and ballot voting results will be verified and tabulated by the Vote Tabulators as provided in **Section 3.6.2**.

3.6.2 Vote Tabulators, Including Internet Services; Tabulation and Access to Proxies or Ballots.

(a) A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, of the Texas Government Code, may not act as a Vote Tabulator.

(b) Vote Tabulators must be appointed for each meeting of Owners regarding an Association election or vote as provided below, and prior to conducting of any

vote. Vote Tabulators so appointed will serve only as to the meeting for which appointed, including any adjournment thereof.

(c) Prior to each meeting of Owners regarding an Association election or vote, the Board of Directors may contract with or otherwise engage the Managing Agent, or an independent accounting firm, Internet online election service or a similar independent third party or company, to act as Vote Tabulators for the meeting, and/or to otherwise facilitate calling, conducting, tabulation and verification of any vote for the meeting.

(d) If Vote Tabulators are appointed under subsection (c), then one qualified Member must be appointed as an additional Vote Tabulator. Otherwise, three qualified Members must be appointed as Vote Tabulators. Except as provided in subsection (c), the Vote Tabulator or Tabulators will be appointed by the chairperson of the meeting. "Qualified" means the person is not disqualified under subsection (a) above. In the case of multiple Co-Owners of a Lot, if any Member is disqualified, then all Members as to that Lot are disqualified.

(e) VOTE TABULATORS MAY INSPECT BALLOTS AND PROXIES ONLY AS PROVIDED IN, AND MUST MAINTAIN THE CONFIDENTIALITY OF ALL BALLOTS AND PROXIES AS PROVIDED IN, **SECTION 3.6.4**.

3.6.3 Verification of Right to Vote. Satisfactory proof of membership or any other qualifications necessary to the validity of a ballot or proxy may be required if in the sole good faith opinion of the Vote Tabulators reasonable doubt as to the same exists.

3.6.4 Proxies and Ballots Confidential.

(a) NO BALLOT OR PROXY MAY BE INSPECTED BY ANY PERSON OTHER THAN THE VOTE TABULATORS FOR THE MEETING TO WHICH THE VOTE PERTAINS. THE VOTE TABULATORS WILL INSPECT BALLOTS AND PROXIES SOLELY FOR THE PURPOSES OF VALIDATING THE SAME AND TABULATING THE RESULTS OF ANY VOTE OF THE MEMBERSHIP. THE CONTENTS OF ALL BALLOTS AND PROXIES MUST BE HELD IN CONFIDENCE BY ALL VOTE TABULATORS, AND NO PERSON OTHER THAN A VOTE TABULATOR MAY BE GIVEN ACCESS TO ANY BALLOT OR PROXY EXCEPT AS PART OF A RECOUNT PROCESS AS PROVIDED IN **SECTION 3.6.9**. THE FOREGOING ALSO APPLIES TO ANY PERSONS WHO CONDUCT A RECOUNT.

(b) Subsection (a) above does not preclude administrative processing of ballots or proxies by a Managing Agent, or by other Association management personnel or other agents or employees of the Association, provided that such personnel, agents or employees must maintain the confidentiality of the ballots or proxies as provided in subsection (a).

3.6.5 Minimum Period of Retention of Ballots or Proxies. The Association must maintain proxies and ballots for seven years from the date of the meeting or other action to which the same pertain after which the ballots and proxies may be destroyed.

3.6.6 Announcement of Voting Results. The membership will be notified of the results of tabulation of any vote (i) verbally at the meeting to which the same pertains, or (ii) as soon as practical after the meeting by written notice given to all Owners if final results cannot be determined at the meeting. In either case, the final results must be made a part of the minutes of the meeting.

3.6.7 Verification of Voice or Show Vote. If the chairperson at any meeting is in doubt as to the results of any vote by voice, the chairperson may call for verification by re-vote by rising or show of hands, and in either case may require a specific count. By majority vote, the Members present at the meeting may require verification of any voice vote in the same manner.

3.6.8 Recount of Votes. Any Owner may, not later than the fifteenth day after the later of the date of the meeting at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes in accordance with Section 209.0057 of the Texas Property Code. IF A RECOUNT OF VOTES IS PROPERLY REQUESTED, THE OWNER DEMANDING THE RECOUNT MUST ALSO PAY THE ASSOCIATION'S INVOICE FOR ESTIMATED COSTS FOR PERFORMANCE OF THE RECOUNT WITHIN THIRTY DAYS AFTER THE DATE THE INVOICE IS SENT TO THE OWNER. ANY CLAIM, ACTION OR OTHER CHALLENGE TO THE VALIDITY OF ANY TABULATION OR VERIFICATION OF A VOTE IS WAIVED IF A RECOUNT IS NOT PROPERLY REQUESTED OR THE ASSOCIATION'S INVOICE FOR ESTIMATED COSTS IS NOT PROPERLY PAID AS PROVIDED IN THIS SECTION.

ARTICLE IV Meetings of Members

4.1 Annual Meetings. The Board must call an annual meeting of Owners. Each annual meeting will be held during the first quarter of each calendar year.

4.2 Special Meetings. Special meetings of the Owners may be called at any time by the President or by the Board of Directors for any purpose. Special meetings of Owners may also be called by Owners by written petition signed by the Owners holding not less than twenty percent (20%) of the votes in the Association to consider and vote on any matter which Owners are entitled to consider and vote on as permitted by these Bylaws or other Governing Documents, or by law. Each special meeting called by Owners must be called and conducted as otherwise herein provided within forty-five days after receipt of a valid petition.

4.3 Methods for Holding of Member Meetings. Meetings of the Owners may be held in person, by Electronic Means, or by any combination of these methods. Attendance at any meeting by Electronic Means constitutes presence at the meeting for all purposes.

4.4 Notice of Owner Meetings.

4.4.1 Methods for Notice of Owner Meetings. Notice of each meeting of Owners may be given by personal delivery, by mail, by Electronic Means, or by any combination of these methods. Each notice must state the date and time of the meeting, and: (i) if the meeting is not held solely by Electronic Means, the location of the meeting; and (ii) if the meeting is held solely or in part by Electronic Means (y) the notice of the meeting must specifically identify the form of communications system to be used and the means of accessing the communications system, and (z) reasonable procedures must be implemented to maintain confidentiality as required by these Bylaws.

4.4.2 Timing for Notice of Owner Meetings. For an election or vote taken at a meeting of the Owners, notice must be given to Owners not later than the tenth day or earlier than the sixtieth day before the date of the meeting. For an election or vote not taken at a meeting of the Owners, notice must be given to Owners entitled to vote on any matters under consideration not later than the twentieth day before the latest date on which a ballot or proxy

may be submitted to be counted. Notice must be given to Owners of any other meeting of the Owners not later than the tenth day or earlier than the sixtieth day before the date of the meeting.

4.4.3 Purpose. A general statement of the purpose or purposes must be stated in the notice of (i) any special meeting of Owners, and (ii) as to any other meeting of Owners when otherwise expressly required by these Bylaws. A general statement of the purpose or purposes of any other meeting of Owners may be stated in any notice thereof, but failure to include the same will not preclude consideration and voting on any matter which could otherwise be considered or voted upon at the meeting.

4.5 Quorum.

4.5.1 The presence at any meeting of Owners, in person or by proxy and whether or not in good standing, of Members representing the Owners holding not less than ten percent (10%) of the votes in the Association constitutes a quorum for any action except as otherwise expressly required by these Bylaws, or by law.

4.5.2 If a quorum is not present or represented at any meeting as originally called, the meeting may be adjourned from time to time without any further formality or notice other than announcement at the meeting. Any adjourned meeting or meetings must be held within sixty days after the date of the original meeting. At any adjourned meeting at which a quorum is present or represented, any business may be transacted which could have been transacted at the meeting as originally called.

4.5.3 The Members present at a meeting or adjourned meeting of Owners at which a quorum is present at the beginning of the meeting, in person or by proxy, may continue to transact business at the meeting notwithstanding the withdrawal of enough Owners to leave less than a quorum until the closing of the meeting.

4.6 Majority Vote. The vote of a majority of the votes entitled to be cast at a meeting or adjourned meeting of Owners at which at least a quorum is present or represented at the beginning of the meeting is the act of the Owners' meeting. All such acts at each meeting of Owners are binding upon all Members and Owners.

ARTICLE V Board of Directors

5.1 Organization; Authority. The affairs of the Association will be managed by a Board composed of five Directors. The number of Directors may be increased or decreased from time to time by amendment of these Bylaws, provided that the Board must at all times have not less than three Directors. Unless otherwise expressly required by law or other applicable provision of the Governing Documents, the Board of Directors has and may exercise all rights, powers and authority of the Association.

5.2 Composition.

5.2.1 Qualifications. No person may be nominated, appointed or elected as a Director if the person is disqualified as provided in **Section 5.5.3** regarding conviction of a felony or crime involving moral turpitude. The representative of an Owner designated as provided in **Section 3.2** may be appointed or elected to a directorship position.

5.2.2 Owner Election of Directors Required. Any Director whose term has expired must be elected by Owners who are Members of the Association. A Board member may be appointed to fill a vacancy on the Board. A Board member appointed to fill a vacant position will serve for the remainder of the unexpired term of the position.

5.3 Directorship Positions; Terms of Office. Beginning with the 2018 Annual Meeting of Owners, Directors will be elected to one of five Directorship Positions designated as Positions One through Five. At the 2018 Annual Meeting of Owners, two Directors will be elected to Directorship Positions One and Two for a two-year term, and three Directors will be elected to Directorship Positions Three, Four and Five for a one-year term. Thereafter, Directors will be elected for two-year terms. Each Director will hold office for their elected term and until his or her successor is elected and qualified unless he or she resigns sooner, or is removed, or otherwise become disqualified to serve.

5.4 Nomination; Election; Cumulative Voting Prohibited.

5.4.1 Nominations, Including Required Solicitation of Nominees

(a) Before each meeting of Owners at which Owners will elect Directors, the Board of Directors will make reasonable efforts to obtain at least as many nominees for election to the Board as will be required to fill all Directorship Positions to be elected at the ensuing meeting. Nominations may also be made from the floor at each such meeting.

(b) At least fifteen days before giving of notice of any meeting of Owners at which voting will be held for election by Owners of any Director, the Association must provide notice to all Owners soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the tenth day after the date the Association provides the notice.

(c) The notice required by subsection (b) must be:

(1) mailed to each Owner, or

(2) provided by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Owners in a place located on the Association's common area property, or on any Internet website maintained by the Association, and (ii) sending the notice by email to each Owner who has registered an email address with the Association.

(d) The Association must include in any ballot, including in any absentee or electronic ballot if applicable as provided in **Section 3.5.2**, the names of each eligible candidate as nominated by the Board and the names of each eligible candidate from whom the Association receives a request to be placed on the ballot in accordance with this **Section 5.4.1**.

5.4.2 Election.

(a) Directors will be elected by plurality vote. Cumulative voting is not permitted.

(b) At the 2018 Annual Meeting of Owners, the five nominees receiving the largest number of votes will be elected. The two nominees receiving the largest number of votes will each be elected for a two-year term. The three nominees receiving the next largest number of votes will each be elected for a one-year term.

(c) At each meeting of Owners after the 2018 Annual Meeting of Owners at which Owners will elect Directors, the nominees receiving the largest number of votes will be elected. After the 2018 Annual Meeting, Directors will be elected for two-year terms as provided in **Section 5.3**.

(d) In the event of a tie vote, the nominees receiving the tie vote will determine the Directorship Position each will hold or the nominee to be declared the winner, as applicable. The nominees must make the determination at the meeting; or, if voting results are not announced at the meeting as provided in **Section 3.6.6**, then the nominees must make the determination and advise the other Director or Directors as to the determination within five business days after the announcement of the voting results. If the nominees are unable to agree, then a runoff election must be conducted at the meeting or within thirty days after the meeting or announcement of the voting results, as applicable.

5.5 Vacancies on Board of Directors.

5.5.1 Resignation, Death, Disability, Removal, or Other Vacancy. In the case of the resignation, death, or disability to serve of any Director, or in the case of any other vacancy on the Board of Directors due to any other cause other than removal by Owners as provided in **Section 5.5.2**, the vacancy will be filled by the affirmative vote of a majority of the remaining Director or Directors then in office though less than a quorum of the entire Board. A vacancy includes any Directorship Position which is not filled at an election because there was no candidate, or because a quorum was not obtained at the meeting or at one or more adjournments thereof. In the case of a vacancy due to the lack of a candidate or a quorum, a vacancy will be deemed to have occurred following the meeting and any adjournment thereof and any resulting vacancy will be filled as aforesaid for the full term of the vacant Directorship Position.

5.5.2 Removal by Owners. Any Director may be removed, either for or without cause, at any special meeting of Owners by the affirmative vote at the meeting of the Owners holding not less than a majority of all votes in the Association. The notice calling such meeting must give notice of the intention to act upon such matter. If one or more Directors are removed, then the Owners present, in person or by proxy, must set a date, which is not less than ten nor more than sixty days after the date of the meeting, for a subsequent special meeting of the Owners to fill the vacancy or vacancies.

5.5.3 Automatic Removal. If the Board is presented with written and documented evidence from a database or other record maintained by a governmental law enforcement authority that a Director, or a prospective or nominated nominee, was convicted of a felony or crime involving moral turpitude not more than twenty years before the date the Board is presented with the evidence, the Director or nominee is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board. Any vacancy so created will be filled by the Board as provided in **Section 5.5.1**.

5.5.4 Removal by Board. For cause, a Director may be removed from the Board at any special meeting of the Board by the affirmative vote of all of the remaining

Directors. "Cause" includes any Director who is absent from three consecutive meetings of the Board, or who is absent from three meetings of the Board during any calendar year. Any vacancy so created will be filled by the Board as provided in **Section 5.5.1**.

5.6 Powers and Duties of the Board of Directors. The Board of Directors will exercise for the Association all powers, duties and authority vested in or delegated to this Association and not expressly reserved to the membership by other provisions of these Bylaws or by law. The foregoing includes without limitation the authority and duties of the Board to:

(a) cause to be kept an appropriate record of its acts and corporate affairs;

(b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

(c) designate hire, and dismiss the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its properties, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(d) to from time to time adopt and amend reasonable Rules and Regulations, provided that Rules and Regulations may only be adopted or amended at an open meeting of the Board after notice, and notice of adoption or amendment of Rules and Regulations must be given to all Owners within a reasonable time after adoption or amendment of the same (certification by the Association that proper notice was given to be conclusive absent proof of fraud);

(e) make or contract for the making of repairs, additions, and improvements to or alterations of Association properties after damage or destruction by fire or other casualty;

(f) fix the amount of Assessments, deposit the proceeds thereof in such banks and/or other depositories that it may approve and designate the required signatories, use and disperse the proceeds, and to take such actions as it deems appropriate to collect all Assessments due to the Association and to enforce the liens given to secure payment thereof;

(g) procure and maintain such liability and hazard insurance as it may deem appropriate on any properties or facilities owned or maintained by the Association;

(h) enforce by legal means the provisions of the Restrictions, these Bylaws, Rules and Regulations and other Governing Documents, and bring any proceedings that may be instituted on behalf of or against the Owners concerning the Association;

(i) compromise and settle any and all claims, demands, liabilities and causes of action whatsoever held by or asserted against the Association upon such terms and conditions as the Board may determine, the decisions of the Board as to any of the foregoing to be final and conclusive, and.

(j) in general, to manage the business and affairs of the Association in accordance with and to enforce the provisions of all Governing Documents.

5.7 Appeals from Decisions of ACC. If any Restrictions permit an appeal from any adverse decision of an Architectural Control Committee ("ACC") by an Owner subject to the Restrictions and the jurisdiction of the Association, then to the extent not otherwise provided in the applicable Restrictions the aggrieved Owner may appeal any such adverse decision to the Board. Any such appeal must be in writing, must state in a clear and concise manner the basis for the appeal and the relief being requested, must include true and correct copies of all materials submitted to the ACC and all responses by the ACC, and must be submitted to the Board within thirty days after the date of the decision being appealed. If or to the extent any decision of the ACC being appealed is not affirmed, modified or reversed by the Board in writing within sixty days after receipt of the appeal by the Board, such decision is deemed to have been affirmed by the Board.

5.8 Managing Agent. The Board at any time from time to time may retain, hire, employ or contract with one or more Persons to provide management services to the Association, including discharge of such functions and duties of the Association and/or the Board as determined by the Board (any such Person herein referred to as a "Managing Agent"). Any Managing Agent may be retained, hired, employed or contracted for on such terms and conditions as Board may determine; provided, the Association retains the right in all cases and as to any Managing Agent to remove the Managing Agent, with or without cause, upon not more than sixty days written notice. The right to remove any Managing Agent applied whether or not provided for in any applicable contract or agreement, and notwithstanding any contrary provisions in any contract or agreement.

ARTICLE VI

Meetings of Directors

6.1 Board Meeting Defined. "Board meeting," "meeting of the Board" and any similar reference to any meeting of the Board of Directors, whether or not capitalized:

6.1.1 means a deliberation between a quorum of the voting Board of the Association, or between a quorum of the voting Board and another person, during which the Association's business is considered and the Board takes formal action; and

6.1.2 does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

6.2 Annual Organizational Meeting. Within thirty days after each annual meeting of Owners at which the Owners elect one or more Directors, the Board of Directors will hold an annual organizational meeting for the purposes of (i) electing all officers of the Association, and (ii) the transaction of such other business as may be properly brought before it.

6.3 Regular Meetings. Regular meetings of the Board of Directors will be held when called by the President of the Association or by any two Directors. Regular meetings of the Board of Directors may also be held in accordance with a predetermined schedule as from time to time adopted by the Board.

6.4 Special Meetings. Special meetings of the Board of Directors will be held when called by the President of the Association or by any two Directors.

6.5 Quorum. A majority of the number of Directors as set by these Bylaws constitutes a quorum for the transaction of business at any meeting. Every act or decision done or made by a majority of the Directors present in person or by proxy at a meeting at which a quorum is present is the act of the Board.

6.6 Board Meetings and Actions.

6.6.1 Notice of Board Meetings. The Board may meet or act in any manner without prior notice to Owners except as provided in **Section 6.7** regarding open Board meeting rules. Notice to Directors of Board meetings may be given orally, by personal delivery, by mail, by Electronic Means, or by any combination of these methods. Regular Board meetings may also be held pursuant to a Board approved predetermined schedule and/or predetermined Electronic Means without notice to Directors. Except as otherwise expressly provided herein, including as provided in **Section 6.7** regarding open Board meeting rules, a general statement of the purpose or purposes of any meeting of the Board may be stated in the notice thereof, but failure to include the same will not preclude consideration and voting on any matter which could otherwise be considered or voted upon at the meeting.

6.6.2 Manner of Board Meeting or Action. The Board may meet or act as follows:

(a) Meetings of the Board may be held in person, by Electronic Means as provided in subsection (b), or by any combination of these methods. Attendance at any meeting by Electronic Means constitutes presence at the meeting for all purposes.

(b) Any Board meeting may be held by Electronic Means, in whole or in part, provided that (i) each Board member may hear and be heard by every other Board member, and (ii) except for any portion of the meeting conducted in executive session (x) all Owners in attendance at the meeting may hear all Board members, (y) Owners are allowed to listen using any Electronic Means used or expected to be used by a Board member to participate, and (z) the notice of the meeting, when required, includes instructions for Owners to access any Electronic Means required to be accessible for Owners to listen as aforesaid.

(c) Except as provided in **Section 6.7** regarding open Board meeting rules, the Board may take action outside of a meeting, including voting by Electronic Means or by written consent, without prior notice to Owners, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any such action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures so approved, and documented in the minutes of the next regular or special Board meeting.

6.6.3 Open Meetings. Except as provided in **Section 6.6.4** regarding closed executive sessions, Board meetings are open to all Members of the Association. The Board may from time to time establish rules for participation in Board meetings, including as to prior notice required to be placed on a meeting agenda.

6.6.4 Closed Executive Sessions. The Board of Directors may adjourn a Board meeting and reconvene in closed executive session to review and consider any actions involving (i) personnel, (ii) pending or threatened litigation, (iii) contract negotiations, (iv) enforcement actions, (v) confidential communications with the Association's attorney, (vi) matters involving the invasion of privacy of individual Owners, or (vii) matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an

executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual Owners, violating any privilege, or disclosing 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 closed executive session, if any.

6.6.5 Director Proxies. A Director may vote in person or by proxy. All Director proxies must be in writing, must bear the signature of the Director giving the proxy, and must specify the date on which the proxy was executed. Each Director proxy expires three months after the date the proxy was executed, or such earlier date as stated in the proxy. Each proxy is revocable unless otherwise provided in the proxy or made irrevocable by law.

6.7 Open Board Meeting Rules.

6.7.1 When Applicable. The Board may not, unless done in an open meeting for which prior notice to Owners was given as provided in subsection (b) below, consider or vote on: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural control approval; (viii) 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; (ix) lending or borrowing money; (x) the adoption of amendments of a dedicatory instrument; (xi) the approval of an annual budget or the approval of an amendment of an annual budget that increased the budget by more than ten percent (10%); (xii) the sale or purchase of real property; (xiii) the filing of a vacancy on the Board; (xiv) the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or (xv) the election of an officer.

6.7.2 Notice to Owners. When notice to Owners of a Board meeting is required, all Owners must be given notice of the date, time, place, and general subject of each regular or special Board meeting, including a general description of any matter to be brought up for deliberation in closed executive session. The notice of each Board meeting must be given in at least one of the following manners:

(a) by mailing to each Owner not later than the tenth day or earlier than the sixtieth day before the date of the meeting, or

(b) provided at least seventy-two hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Owners in a place located on the Association's common area property, or on any Internet website maintained by the Association, and (ii) sending the notice by email to each Owner who has registered an email address with the Association.

6.7.3 Recesses. If the Board recesses a regular or special Board meeting as to which notice to Owners of the meeting is required by this Section to continue the following regular business day, the Board is not required to give notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board must give notice of the continuation in at least one manner as set forth in **Section 6.7.2(b)** within two hours after adjourning the meeting being continued.

6.7.4 Owner Registration of Email Address Required. IT IS THE DUTY OF EACH OWNER TO KEEP AN UPDATED EMAIL ADDRESS REGISTERED WITH THE ASSOCIATION, INCLUDING AS PROVIDED IN THESE BYLAWS. REGISTRATION IS REQUIRED FOR THE PURPOSES OF RECEIVING NOTICES AND OTHER COMMUNICATIONS, INCLUDING NOTICES OF BOARD MEETINGS. THE BOARD MAY ESTABLISH REQUIRED PROCEDURES FOR REGISTRATION OF EMAIL ADDRESSES.

6.8 Meeting Minutes and Records. The Board must keep, or cause to be kept, a record of each regular and special Board meeting, including as to any meeting held by Electronic Means, in the form of written minutes of the meeting. The Board must make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's Managing Agent at the address appearing on the most recently filed management certificate or, if there is not a Managing Agent, to the Board.

ARTICLE VII

Other Meeting and Action Matters: Committees

7.1 Calling and Conducting of Meetings.

7.1.1 Conducting of Meetings.

(a) Chairperson and Secretary for Member and Board Meetings.

(1) The President of the Association will act as the chairperson of all meetings of Owners and all meetings of the Board of Directors. The Secretary of the Association will act as the secretary for all meetings of Owners and all meetings of the Board. If either is absent, or is unable or unwilling to act, then the Director or Directors at the meeting will appoint a chairperson and/or secretary. In lieu of the foregoing, the Board may designate the "Managing Agent" as defined in **Section 5.8** (or any employee of the Managing Agent) to act as the chairperson and/or secretary for any meeting.

(2) The chairperson for each meeting will call to order and preside over the meeting, verify a quorum, call for and conduct voting and verify or direct the proper verification of voting results as herein provided, resolve procedural disputes, decide who is entitled to the floor and limit the duration thereof, establish limits on the period of time to be allowed for discussion of any given issue, motion or other matters, and in general will supervise the orderly conduct of the meeting and obtaining of correct expressions of the decisions made thereat. The chairperson may be guided as to the same by the then current Robert's Rules of Order when not in conflict with these Bylaws or other Governing Documents. However, the reasonable determinations of the chairperson as to the conducting of the meeting are final, and no failure to abide by Robert's Rules of Order will in any manner invalidate any proceedings, actions or votes as to any meeting.

(b) Location, Date and Time of Meetings. Except when held by Electronic Means, each meeting of the Board or of the Owners must be held in the county in which all or a part of the Subdivision is located, or in a county adjacent to that county. The Board will determine the date and time of each meeting of Owners, and the location and/or Electronic Means, as applicable, for each meeting.

7.2 Waiver of Notice. Notice of any meeting may be waived if the Person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before, at or after the date or time of the meeting. If a Person entitled to notice of a meeting

attends the meeting, in person, by agent or proxy or by Electronic Means, the Person's attendance constitutes a waiver of notice of the meeting unless the Person attends the meeting solely to object to the transaction of any business at the meeting on the ground that the meeting was not lawfully called or convened.

7.3 Terms of Office. Each Director and each officer will serve during their applicable term of office, and thereafter until their successor is appointed or elected, and has qualified.

7.4 Compensation of Directors or Officers. No Director or officer may receive compensation for any services rendered to the Association in their capacity as a Director or officer. However, any Director or officer may be reimbursed for actual expenses incurred in the performance of his or her duties. In addition, but subject to Section 22.230 of the Texas Business Organizations Code regarding contracts or transactions involving interested Directors, officers or Members,, any Director or officer may serve the Association in any other capacity as an agent or employee or otherwise and receive compensation therefore.

7.5 Action Without Meeting.

7.5.1 Board Meeting or Action Exceptions. This Section is subject to **Section 6.7** regarding open Board meeting rules.

7.5.2 Unanimous Written Consent. The Board or the Owners may take action without holding a meeting, providing notice, or taking a vote if each Director or Owner entitled to vote on the action signs a written consent or consents stating the action taken. Any such written consent has the same effect as a unanimous vote at a meeting.

7.5.3 Less Than Unanimous Written Consent. The Board or the Owners may take action without holding a meeting, providing notice, or taking a vote if a written consent, stating the action to be taken, is signed by the number of Directors or Owners necessary to take that action at a meeting at which all of the Directors or Owners are present and voting. The consent must state the date on which each Director or Owner signed the consent. A written consent signed by less than all of the Owners is not effective to take the action that is the subject of the consent unless, not later than the sixtieth day after date of the earliest dated consent delivered to the Association, a consent or consents signed by the required number of Owners are delivered to the Association. Any written consent signed pursuant to this Section must be promptly delivered to the Association in the manner prescribed by the Association in the consent. The Association must promptly notify each Director or Owner who did not sign a consent of the action that is the subject of the consent.

7.5.4 Counterparts, Copies and Notices. A consent under this Section may be executed in multiple counterparts, each of which will be deemed an original. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a signed written consent may be substituted or used instead of the original writing for any purpose for which the original writing could be used. Any advance notice required for an action to be taken at a meeting is not required to be given to take the action by written consent.

7.6 Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, from time to time appoint, organize, reorganize and abolish such committees as it may deem desirable. Any committee which will have or exercise any authority of the Board in the management of the Association must be established in accordance with Section 22.218 of the Texas Business Organizations Code.

ARTICLE VIII Officers

8.1 Enumeration of Officers. The officers of this Association are a president, a vice president, a secretary, and a treasurer, each of whom must be a member of the Board of Directors, and such other officers as the Board may from time to time by resolution create. The same person may not simultaneously hold the offices of President and Secretary. Any two or more offices may otherwise be held by the same person.

8.2 Election; Term. The officers of this Association will be elected annually by the Board at its annual organizational meeting. Each officer will hold office for one year and until his or her successor is elected and qualified unless he or she resigns sooner, or is removed, or otherwise become disqualified to serve.

8.3 Resignation and Removal. Any officer may be removed from office at any time and with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the President or any Director. Such resignation will 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 by the Board of Directors will not be necessary to make it effective.

8.4 Vacancies. Any vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy will serve for the remainder of the term of the officer being replaced.

8.5 Duties of Officers.

8.5.1 President. The President is the chief executive officer of the Association and has, subject to control of the Board of Directors, general supervision, direction and control of the business and officers of the Association, and has general powers and duties of management usually vested in the office of president of a Texas nonprofit corporation. Specifically, but without limitation of the foregoing, the President will preside as chairperson at all meetings of the Board of Directors and of the Owners (except as otherwise provided in **Section 7.1.3**); will see that orders and resolutions of the Board are carried out; will sign as President all leases, mortgages, deeds and other written instruments and will cosign with any other officer all checks and promissory notes which have been first approved by the Board of Directors unless the Board has authorized the signature(s) by lesser officers; and, subject to advice of the Board of Directors, has general supervision, direction, and control of the affairs of the Association, and will discharge such other duties as may be required by the Board of Directors.

8.5.2 Vice President. The Vice President will act in the place and stead of the President in the event of his or her absence, or inability or refusal to act, and will exercise and discharge such other duties as may be required of him by the Board.

8.5.3 Secretary. The Secretary will record the votes and keep the minutes, of all meetings and proceedings of the Board and of the Owners (except as otherwise provided in **Section 7.1.3**); give notice of meetings of the Board and of the Owners; keep appropriate current records showing the Members and Owners of the Association together with their addresses; and will perform such other duties as required by the Board.

8.5.4 Treasurer. The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by the Board of Directors; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association, and report on and make the same available for inspection by Members of the Association as required by the Board or these Bylaws, and will perform such other duties as required by the Board.

8.5.5 Interim and Other Officers. Except as otherwise expressly provided herein, if at any time any officer is absent or otherwise unable or unwilling to act, the chairperson for any meeting or the Board may appoint on an interim basis any other officer, Director, Member or personnel of the Association's Managing Agent to perform the duties of that officer, provided that the same person may not simultaneously act as President and Secretary and such other officers as the Board of Directors may from time to time create will have such duties as directed or required by the Board for such duration as determined by the Board.

ARTICLE IX Assessments; Withdrawal from the Association

9.1 Obligation for Payment of Assessments. Each Owner of a Lot, by acquisition of any rights, title or interest therein or acceptance of an executory contract of conveyance, or a deed or other instrument of conveyance therefore, whether or not so expressed therein, has heretofore and does hereby covenant and agree to pay to the Association all Assessments, as provided in these Bylaws and all other applicable Restrictions and Governing Documents. Assessments will be prorated at the time of closing on the sale of a Lot, from the first day of the month following the month in which the closing occurs. In addition to the continuing Assessment lien as hereafter provided, each Assessment is the personal obligation of each Owner of the Lot charged therewith at the time liability for the Assessment accrued notwithstanding any subsequent transfer of ownership. Any transferee (or prospective transferee) is entitled to a statement from the Association setting forth all assessments due as of the date of the written request as provided in Chapter 207 of the Texas Property Code. Subject to **Section 9.3**, Regular Assessments and Special Service Assessments on all Lots must be fixed at a uniform rate, and must be determined on a per Lot basis.

9.2 Base Rate and Subsequent Computation of Annual Assessments; Due Dates. The amount of the Annual Assessment for 2018 per Lot (and continuing during 2018 and thereafter unless and until modified as herein provided) is THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00) per Lot per year. The Board will adopt a budget at least annually to determine sums necessary and adequate to provide for the estimated expenses of the Association for the succeeding twelve month period, including funding of capital, contingency and other reserves. The Board will set the amount of the Annual Assessment based on the budget, subject to any cap in any applicable Restrictions. Written notice must be given to the Owners of all Lots as to the amount of the Annual Assessment. Each Annual Assessment is due and payable on the first day of January of each calendar year.

9.3 Special Service Assessments. Any Subdivision wide service to be provided after the effective date of these Bylaws, such as patrol and/or courtesy officer services, must be approved by each Section within the Subdivision. "Section" means each of the Sections as described in the definition of "Subdivision" set forth in **Article II** (being as of the effective date of these Bylaws Bayou Woods, Section One (1), Bayou Woods, Section Two (2), Bayou Woods, Section Three (3) and Oak Hill). The Owners holding not less than a majority of the votes in the Association within each Section must approve the proposed Subdivision wide service. Any Section which does not approve a proposed service as aforesaid will be excluded from the

proposed service, and will not be subject to the Special Service Assessment applicable to the service.

9.4 Lien for Assessments.

9.4.1 All sums assessed against any Lot for Assessments as provided herein or in any applicable Restrictions or other Governing Documents are secured by a continuing lien on such Lot in favor of the Association. The Association's continuing Assessment lien is effective from the earliest date of establishment of the same by the applicable Restrictions or other Governing Documents. The Association's continuing lien is superior to all other liens or encumbrances on each Lot except (i) a lien for real property taxes and other governmental assessments or charges on a Lot, and (ii) a first lien securing payment of purchase money for a Lot, or a lien securing payment for work and materials used in constructing Improvements on a Lot.

9.4.2 In the event any Assessment is not paid in full within thirty days after the due date, the defaulting Owner must also pay to the Association interest at the rate of ten percent (10%) per annum from the due date, a late charge of \$25.00 per month as to each Assessment account that is not paid in full by the end of the month, and all costs of collection, including court costs and attorney's fees. All such sums will be added to and are deemed to be a part of the delinquent Assessments.

9.4.3 Each Owner, by acquisition of any Lot within the Subdivision or any right, title or interest therein, expressly grants to and vests in the Association (i) the right and power to bring all actions against each Owner, personally for the collection of all delinquent Assessments as a debt; (ii) the right and power to foreclose the Association's continuing lien for Assessments by all methods available for the enforcement of a mortgage, deed of trust or any other contractual lien, including foreclosure by an action brought in the name of the Association either judicially or nonjudicially by power of sale; and (iii) a continuing power of sale in connection with the nonjudicial foreclosure of the Association's continuing lien for Assessments as herein provided.

9.4.4 The provisions of this Section are subject to Texas Property Code, Section 209.009 regarding foreclosure sales that are prohibited in certain circumstances, Section 209.0091 regarding notices to certain lienholders, and Section 209.0092 regarding applications for expedited foreclosure and applicable rules of the Texas Supreme Court regarding the same. In addition, the Association must provide written notice to any other holder of a valid lien prior to initiation of proceeding to enforce the Association's Assessment lien if and to the extent required by applicable Restrictions.

9.5 Assessment Collection Policies. The Association will adopt assessment collection policies in accordance with applicable provisions of the Texas Property Code. The Board at any time may adopt and amend any such assessment collection policies as may be deemed to be necessary or appropriate.

9.6 Withdrawal from Association. Any Section of the Subdivision (as defined in **Section 10.1**) may withdraw from the Subdivision and the Association as provided in this **Section 9.6**. The Owners holding not less than three-fifths of the votes in the Association within a Section may approve withdrawal from the Subdivision and the Association only by execution of a written instrument or consent thereto evidencing the withdrawal, and electing to join another property owner's association or to form a separate property owner's association for the withdrawing Section effective as of the date of withdrawal. Any such executed written

instrument, including all consents thereto, is not effective until filed in the Official Public Records of Real Property of Harris County, Texas. Notwithstanding the foregoing (i) no Owner may withdraw from the Association except as aforesaid, and (ii) any permitted withdrawal does not release any applicable Restrictions.

ARTICLE X Miscellaneous

10.1 Amendment of Bylaws. The Board of Directors may amend these Bylaws, in whole or in part, in any manner deemed necessary or appropriate by the Board. Any such amendment is binding upon all Members and all Owners. In these Bylaws the terms "amend", "amendment" or substantial equivalent mean and refer to any change, modification, revision or termination of any provisions of these Bylaws.

10.2 Association Books and Records.

10.2.1 Maintenance. The Association must keep current and accurate books and records of the business and affairs of the Association, including financial records, and including minutes of the proceedings at any meeting of the Board and any meeting of Owners.

10.2.2 Policies. The Association must retain Association books and records in accordance with, and every Owner may inspect and copy books and records of the Association in accordance with, the Association's policies as to the same which may be adopted and amended by the Board from time to time in accordance with Section 209.005 of the Texas Property Code.

10.3 Any Website to Contain Dedicatory Instruments. If the Association has, or the Managing Agent on behalf of the Association maintains, a publicly accessible website, then the Association must make its dedicatory instruments relating to the Association or Subdivision which are filed in the Official Public Records of Harris County, Texas available on the website.

10.4 Notices. Unless otherwise expressly provided herein, all notices or other communications permitted or required under these Bylaws must be in writing and may be given by personal delivery acknowledged in writing, by certified or registered mail, return receipt requested, by "verified mail" as defined in Texas Property Code, Section 209.002(13) (being as of the date of filing of these Bylaws any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier), or by Electronic Means. The Association is not required to send more than one notice per Lot regardless of the number of Co-Owners of any Lot. Refusal to accept delivery of any notice will be deemed actual notice and actual knowledge of the materials refused.

10.5 Enforcement. The Association, its successors and assigns, and any Owner have the right to enforce observance and performance of all provisions of these Bylaws and any other applicable Governing Documents, and in order to prevent a breach thereof or to enforce the observance or performance thereof have the right, in addition to all legal remedies, to an injunction, either prohibitive or mandatory. All compliance costs, including costs and attorneys' fees, incurred by the Association will be assessed against the defaulting Owner and are secured by the Association's Assessment lien. All such sums are due and payable upon demand by the Association.

10.6 Interpretation; Severability.

10.6.1 All provisions of these Bylaws must be liberally construed to give full effect to their intent and purposes. The captions of each Article and Section are inserted only for convenience, and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the contents of the Article or Section to which they refer. Wherever the context requires, all words in the male gender are deemed to include the female or neuter gender, all singular words include the plural, and all plural words include the singular.

10.6.2 Whenever possible, each provision of these Bylaws will be interpreted in such manner as to be effective and valid. If the application of any provisions of these Bylaws to any Person, to any property or to any circumstances is prohibited or held invalid, such prohibition or invalidity will not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions hereof are declared to be severable.

10.7 Power of Attorney. A Person may execute any instrument related to the Association by means of a written power of attorney if an executed copy of the power of attorney is filed with the Association before or at the time the action to which the power of attorney relates is taken. Any such power of attorney may be revoked only by expiration of a stated term expressly set forth in the power of attorney or by filing of a written revocation with the Association. The Association is not required to determine or comply with any other conditions for termination.

10.8 Effective Date; Controlling Effect. These Bylaws are effective from and after January 1, 2018. These Bylaws are adopted in lieu of and supersede and replace any and all prior bylaws, subject to amendment of these Bylaws as herein provided.

CERTIFICATE OF ADOPTION

The undersigned Secretary of the Association hereby certifies that (i) after proper notice in accordance with the Texas Property Code and the Association's Bylaws, the foregoing Restated and Amended Bylaws of the Association were duly adopted at an open meeting of the Board of Directors of the Association held on December 23, 2017, and (ii) notice of adoption of the said Restated and Amended Bylaws of the Association, including a true and correct copy thereof, was given to all Owners prior to or on the date of filing of record hereof.

EXECUTED this 27th day of December, 2017.

BAYOU WOODS – OAK HILL ASSOCIATION OF
PROPERTY OWNERS, INC a Texas nonprofit
corporation

By: Margo Wall
Margo Wall, Secretary

EXHIBIT "C"

**(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION
FOR BAYOU WOODS AND OAK HILL)**

**BAYOU WOODS – OAK HILL
ASSOCIATION OF PROPERTY OWNERS, INC.**

FENCE/WALL GUIDELINES

RP-2017-572539

BAYOU WOODS
SECTIONS I II AND III AND MEMORIAL DRIVE LOTS

A SUBDIVISION IN THE JAMES WEARTON SURVEY IN HARRIS COUNTY, TEXAS

FENCE/WALL GUIDELINES
REVISED
JANUARY 1, 2007

I. General Design Philosophy

The design of any fence or gate shall be compatible with the design of the residence for which it serves. The design criteria as stated below, is intended as a guideline. Specific fence/wall designs for a particular residence shall be submitted to the Architectural Control Committee for review. These guidelines are amendments to the existing Amended Deed Restrictions.

II. General Fence Guidelines

Location

- A. Fences cannot be constructed beyond the front property line.
- B. Fences can be constructed beyond the front and side yard building setback lines, providing they meet Criteria established therein. The fences must also meet the City of Houston codes.
- C. Solid masonry walls are prohibited along front, sides and back of properties.
- D. Wood fences cannot extend beyond the front building setback line and shall not exceed 7' in height.
- E. Corner lots cannot have solid fences on the side yard facing the street.

Specifications

- A. Fence height: 7' maximum height and 4' minimum height from proposed grade at base of fence.
- B. Gates and Columns: 8' maximum height and 4' minimum height from proposed grade at base of gate or column.
- C. Spacing on iron pickets must meet City of Houston pool code requirements (4" on center spacing)
- D. All gates (including doors) allowing unobstructed access to an existing or future swimming pool shall meet all City of Houston pool code requirements (must be self closing and self latching).
- E. A ratio of 80 percent minimum of ornamental iron and 20 percent maximum of masonry material shall be used for front fences beyond the front building setback lines. The masonry must match the house masonry material.
- F. Corner lots cannot have solid fences on the side yard facing the street.

Materials

- A. Ornamentation on iron fencing must be kept to a minimum and shall be up to the discretion of the Architectural Control Committee. Iron fencing must be a dark color, such as black.

B. A ratio of 80 percent minimum of ornamental iron and 20 percent maximum of masonry material shall be used for front fences beyond the front building setback lines. The masonry material must match the house masonry material.

C. Chain link or any welded or woven fence is prohibited along the front of a property or on the sides of a property from the front building setback line to the front property line.

III. All city, state and national building codes would govern the construction of any fence, wall or gate.

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12/29/2017 02:12 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$172.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2017-572539