

6174

**CORPORATE RESOLUTION  
OF  
LAKE LIVINGSTON VILLAGE IMPROVEMENT  
ASSOCIATION, INC.  
(Amended and Restated Bylaws)**

**WHEREAS, LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC.,** a Texas non-profit corporation (the "Association") adopted the 2017 Amended Bylaws of the Association (the "Bylaws"); and

**WHEREAS,** Article XVI of the Bylaws provides that the Bylaws may be altered or repealed at any regular or special meeting of the Board of Directors of the Association (the "Board"), by a majority vote unless: (1) the Bylaws or the Association's Certificate of Formation wholly or partly reserves the power exclusively to the Association's members; (2) the management of the Association is vested in the Association's members; or (3) in amending, repealing, or adopting a bylaw, the Association's members expressly provide that the Board may not amend or repeal the bylaw; and

**WHEREAS,** the Board desires to amend the Bylaws as described hereinbelow; and

**WHEREAS,** items (1), (2), and (3) in Article XVI of the Bylaws are not applicable to the proposed amendments to the Bylaws; and

**WHEREAS,** Article VIII, Section 6 of the Bylaws provides that a majority of the number of directors of the Board ("Directors") shall constitute a quorum for the transaction of business and that the act of a majority of Directors present at the meeting at which a quorum is present shall be the act of the Board; and

**WHEREAS,** the Board held a meeting on June 5<sup>th</sup>, 2021 (the "Adoption Meeting"), at which a majority of the number of Directors were present and at which a majority of the Directors present duly passed the resolutions described hereinbelow.

**NOW, THEREFORE,** in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, being at least a majority of the number of Directors and being at least a majority of the Directors present at the Adoption Meeting, hereby consent to and do hereby amend and restate the Bylaws effective upon recordation of this document in the Real Property Records of Polk County, Texas, to read as set forth in the attached Amended and Restated Bylaws of Lake Livingston Village Improvement Association, Inc.

LM

*[Handwritten signatures]*  
V. M.  
BFB LB

**LAKE LIVINGSTON VILLAGE  
IMPROVEMENT ASSOCIATION, INC., a  
Texas non-profit corporation**

By: *V. J. Moody*  
President, Director

By: *[Signature]*  
Vice President, Director

By: *[Signature]*  
\_\_\_\_\_, Director

By: *[Signature]*  
Treasurer, Director

By: *Debra Grosowski*  
Secretary, Director

By: *[Signature]*  
Board member, Director

By: \_\_\_\_\_  
\_\_\_\_\_, Director

By: \_\_\_\_\_  
\_\_\_\_\_, Director

By: \_\_\_\_\_  
\_\_\_\_\_, Director

**LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC.**

**PRESIDENT'S CERTIFICATE**

I, the undersigned, do hereby certify:

(1) I am the duly elected and acting President of LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), the property owners association for the Lake Livingston Village subdivision located in Polk County, Texas and,

(2) Attached hereto is a true and correct copy of the Amended and Restated Bylaws of Lake Livingston Village Improvement Association, Inc. that have been adopted by the Board of Directors of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 31 day of June, 2021.

**LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC.**, a Texas non-profit corporation

By: *Vernon Moody*, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF POLK               §

This instrument was acknowledged before me on the 7 day of June, 2021, by *Vernon Moody* President of **LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.



*Hayley Newton*  
Notary Public, State of Texas

**When Recorded, Return To:**

✓ Hoover Slovacek LLP  
P.O. Box 4547  
Houston, TX 77210-4547

**AMENDED AND RESTATED BYLAWS  
OF  
LAKE LIVINGSTON VILLAGE IMPROVEMENT  
ASSOCIATION, INC.**

**ARTICLE I**

**Name, Principal Office, and Definitions**

Section 1. **Name**. The name of the corporation is LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC. (the "Association").

Section 2. **Principal Office**. The principal office of the Association shall be located in Polk County, Texas. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors of the Association (the "Board") may determine or as the Association's affairs may require.

Section 3. **Definitions**. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the following recorded documents (as they may be amended and supplemented from time to time, collectively called the "Declaration"), unless the context indicates otherwise or as otherwise defined herein.

**Document:**

**Polk County Texas Recording Information:**

- |   |                                       |
|---|---------------------------------------|
| 1. Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section One                                | Volume 506, Page 453, <i>et. seq.</i> |
| 2. Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Two                                | Volume 560, Page 699 <i>et. seq.</i>  |
| 3. Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Three                              | Volume 566, Page 636, <i>et. seq.</i> |
| 4. Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Four                               | Volume 571, Page 99, <i>et. seq.</i>  |
| 5. Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Five                               | Volume 591, Page 404, <i>et. seq.</i> |
| 6. Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Six                                | Volume 560, Page 711, <i>et. seq.</i> |
| 7. Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Seven, Eight, Nine, Ten and Eleven | Volume 599, Page 192, <i>et. seq.</i> |
| 8. Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section Twelve                             | Volume 599, Page 181, <i>et. seq.</i> |
| 9. Declaration of Covenants, Conditions and Restrictions of Lake Livingston Village, Section                                    | Volume 621, Page 428, <i>et. seq.</i> |

Thirteen

10. Declaration of Covenants, Conditions and Volume 704, Page 568, *et. seq.*

Restrictions of Lake Livingston Village, Section

Fourteen

## **ARTICLE II**

### **Members, Meetings, and Voting**

**Section 1. Eligibility.** Membership in the Association shall be as set forth in the Declaration.

**Section 2. Regular Meetings.** Annual meetings of members of the Association (“Members”) shall be held by October 1 of each year. All such meetings of Members shall be held at the time and place in or out of the State of Texas, stated in the notice of the meeting or in a waiver of notice or the Board may, in its sole discretion, designate holding any such meeting(s) by conference telephone or similar communications equipment, or other suitable electronic communications system, including videoconferencing technology or the internet, or any combination thereof (“Electronic Means”). Attendance at any meeting by Electronic Means shall constitute presence at the meeting for all purposes, including but not limited to quorum purposes regardless as to whether or not voting is allowed during the meeting. Written notice of such meeting which shall be given to all Members at least ten (10) days, but not more than sixty (60) days, prior to the date of such meeting. At such meetings, the Members shall transact such other business of the Association as may properly come before them and, the Members shall elect directors of the Board (“Directors”) in accordance with the requirement of Article III, Section 1, of these By-Laws.

**Section 3. Special Meetings.** Special meetings of the Members may be called by the President as directed by a resolution of the Board, or upon petition signed by a majority of Members and having been presented to the Secretary of the Association. Said special meetings shall be called by delivering written notice to all Members not less than ten (10) days or more than sixty (60) days prior to the date of said meeting stating the date, time and place of said special meeting and the matters to be considered. Any such meetings shall be held within sixty (60) days of receipt by the President or secretary, as the case may be, of such resolution or petition.

**Section 4. Delivery of Notice of Meetings.** Notices of meetings may be delivered either personally or by mail, facsimile or email to a Member at the address given to the Board by said Member for such purpose.

**Section 5. Proxies, Electronic Ballots, Absentee Ballots and Other Methods of Representative or Delegated Voting.** All Members may attend meetings of the Association in the manner prescribed by the Board, in its sole discretion, and Members may exercise their vote at such meeting in any of the following methods, as determined and authorized by the Board, in its sole discretion: in person, by proxy, absentee ballot, electronic ballot or any other method of representative or delegated voting authorized by the Board, in its sole discretion. The Board is not required to afford Members with more than one (1) voting method. As used elsewhere in these Bylaws, the word “proxy” or “proxies” shall, in the sole discretion of the Board, mean a paper proxy or proxies, and at the sole discretion of the Board, electronic ballot(s), absentee ballot(s), or any other method of representative or delegated voting determined and authorized by the Board, in its sole discretion. All proxies shall be in writing



and filed with the Secretary of the Association be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

**Section 6. Quorum.** A quorum of Members for any meeting shall be constituted by Members represented in person, by proxy, absentee ballot, electronic ballot, or other method of representative or delegated voting approved by the Board, at such meeting and holding at least one percent (1%) of the votes entitled to be cast at said meeting. Notwithstanding anything contained herein to the contrary, the quorum requirement for a meeting of the Members, as such meeting pertains to the election of Directors, shall be those Members present, in person, by proxy, absentee ballot, electronic ballot or any other method of representative or delegated voting approved by the Board, at such meeting.

**Section 7. Rules of Meetings.** The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Members.

**Section 8. Proxies.** Votes may be cast in person or by proxy. No proxy shall be valid after eleven (11) months from the date of its execution. All proxies must be filed with the Secretary of the Association before the appointed time of such meeting.

### **ARTICLE III** **Board of Directors**

**Section 1. Number, Election and Term of Office.** At the conclusion of the annual meeting of the Members in the year 2021, the number of Directors shall decrease to seven (7) Directors and therefore, at the annual meeting of the Members in the year 2021, there shall be elected to the Board by vote of the Members any seven (7) Members of the Association, who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified. Those candidates for election as Director at the 2021 annual meeting of the Association receiving the greatest percentage of the votes cast either in person or by proxy at the meeting shall be elected with candidates receiving the first, second, third, and fourth most votes being elected for terms of two (2) years each, and the candidates receiving the fifth, sixth, and seventh most votes being elected for terms of one (1) year each. At each annual meeting thereafter, the Members shall elect Directors for a term of two (2) years to fill each expiring term.

Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The person(s) receiving the largest number of votes shall be elected. Cumulative voting is not permitted. All Directors shall hold office for such term and until the Director's successor shall be elected and qualified.

The number of Directors may be increased or decreased by resolution of the Board; provided however, that the number of Directors shall not be reduced to less than five (5) nor increased to more than nine (9).

**Section 2. Nomination/Solicitation of Candidates.** Nomination for election to the Board may be made by a nominating committee. The nominating committee, if formed by the Board, shall consist of a chairman, who shall be a member of the Board, and two (2) or more other persons who

are Members. The nominating committee may be appointed by the Board prior to each annual meeting, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee, if form by the Board, shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies to be filled. Such nominations may be made from among Members. Solicitation for director candidates shall be done in accordance with Section 209.00593 of the Texas Property Code. Nominations may, if allowed by the Board, in its sole and absolute discretion, be made from the floor at the annual meeting of Members. Further, the Board, in its sole and absolute discretion, may allow write-in candidates.

Section 3. Qualifications. Each Director shall be a Member (or, if a Member is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Member or such beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Member or beneficiary). If a Director shall cease to meet such qualifications during his or her term, he or she shall thereupon cease to be a Director and be deemed to have resigned and his or her place on the Board shall be deemed vacant.

Section 4. Vacancies. Any vacancy occurring on the Board caused by death, disability, resignation or increase in the number of Directors shall be filled by majority vote of the remaining Directors thereof, even though they may constitute less than a quorum. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he or she succeeds.

Section 5. Meetings. A regular meeting of the Board shall be held within thirty (30) days following the regular annual meeting of Members and thereafter as determined by the Board. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than seventy-two (72) hours' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting. If required by law, Board meetings shall be open to the Members and notice shall be given to all Members as required.

Section 6. Removal. Any Director may be removed from office with or without cause by a majority vote of Members entitled to vote at any annual or special meeting of the Association, duly called, if allowed by law. If removed, then a replacement shall be elected for the remainder of the unexpired term of the Director removed as Director at such annual or special meeting by majority vote of Members entitled to vote, after nominations from the floor. In addition, any Director may be removed for cause by a majority vote of Directors entitled to vote at any regular or special meeting of the Board. If removal by a majority vote of Directors, the replacement Director shall be filled for the remainder of the unexpired term of the Director removed by majority vote of the remaining Directors, even though they may constitute less than a quorum.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority of the Members.



**Section 8. Board of Directors' Quorum.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and, except as herein set out, the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time for periods of no longer than 30 days until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 9. Voting.** An affirmative vote of a majority of those Directors present at a meeting at which a quorum is in attendance shall be necessary to transact business.

**Section 10. Powers and Duties.** The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Properties, and to change the name of the Association, if appropriate;
- (c) to formulate policies for the administration, management and operation of the property held for the use and benefit of all Members ("Common Area");
- (d) to adopt rules and regulations, with written notice thereof to all Members, governing the administration, management, operation and use of the Common Area, and to amend such rules and regulations from time to time;
- (e) to provide for the maintenance, repair and replacement of the Common Area and payments therefor, and to approve payment vouchers or delegate such approval to the officers or a managing agent;
- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and to delegate any such powers to a managing agent (and any such employees or other personnel who may be the employees of a managing agent);
- (g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (i) to collect all assessments, fees and charges provided for in any covenants and restrictions imposed in the Lake Livingston Village Subdivision and to use the proceeds therefrom for the purposes set forth in such covenants and restrictions and in the Articles of Incorporation of the Association (the "Articles of Incorporation").

(j) to establish bank accounts which are interest bearing or non-interest bearing, and to otherwise invest the funds of the Association, as may be deemed advisable by the Board;

(k) to borrow money to fund and operate the Association, execute and deliver promissory notes and execute and deliver any and all other documentation necessary to properly document such borrowing, except that no mortgages shall be granted that encumber the Common Areas;

(l) to enter such contracts and agreements relating to the providing of maintenance, management and operational services as the Board may deem advisable;

(m) to enter such leases and easements of portions of the Common Area as the Board may deem advisable; and

(n) to exercise all powers and duties of the Members as a group referred to in Chapter 22, Nonprofit Corporations, of the Texas Business Organizations Code, and all powers and duties of the Board referred to in these Bylaws;

(o) in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Association; and

(p) to exercise all powers and duties of the Association under the Declaration which are not otherwise specifically reserved to the Members.

**Section 11. Non-Delegation.** Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Members.

**Section 12. Electronic/Telephone Attendance.** At any meeting of the Board, a Director may attend by telephone, radio, television or other similar means of communication, provided the means permit the Director personally to participate in the meeting such that all Directors can hear and be heard by every other Director attending the meeting. A Director so attending shall be deemed to be present at the meeting for all purposes, including a determination as to whether a quorum is present. Except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Board members, Members are allowed to listen using any electronic or telephone communication method used or expected to be used by a Board member to participate, and the notice of the meeting shall include instructions for Members to access any communication method being use.

**ARTICLE IV**  
**Officers**

**Section 1. Designation.** At each regular annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meeting of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent and who may also be Treasurer;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

(d) such additional officers as the Board shall see fit to elect.

**Section 2. Powers.** The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

**Section 3. Term of Office.** Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified.

**Section 4. Vacancies.** Vacancies in any office shall be filled by the Board by a majority vote of the Board at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he or she succeeds. Any officer may be removed for cause at any time by vote of a majority of the Board at a special meeting thereof.

**Section 5. Compensation.** The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.

**ARTICLE V**  
**Amendments**

The Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the vote of a majority of all of the members of the Board; and the provisions of these Bylaws which are covered by Articles of Incorporation may not be amended except as provided in the Articles of Incorporation or applicable law.

**ARTICLE VI**  
**Fiscal Year**

The fiscal year of the Association shall be the calendar year unless otherwise fixed by the Board from time-to-time.

**ARTICLE VII**  
**Indemnification**

**Section 1. When Indemnification is Required, Permitted and Prohibited.**

(a) The Association shall indemnify a Director, officer, committee member, employee, or agent of the Association who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this article, an agent includes one who is or was serving at the request of the Association as a Director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Association shall not indemnify a person who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Association.

(c) The Association shall pay or reimburse expenses incurred by a Director, officer, Member, committee member, employee, or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Association may indemnify a Director, officer, Member, committee member, employee, or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Section 1(a) above.

(e) Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the Bylaws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Association or one or more Members, or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Association may indemnify a person under the Bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is

limited to reasonable expenses actually incurred by the person in connection with the proceeding.

**Section 2. Procedure Relating to Indemnification Payments.**

(a) Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Section 2(c) below. The Association may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board by vote as provided in Section 2(a)(i) or 2(a)(ii) or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(iv) Majority vote of Members, excluding Directors who are named defendants or respondents in the proceeding.

(b) The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Section 2(a)(iii) above, governing the selection of special legal counsel. A provision contained in the Articles of Incorporation, the Bylaws, or a resolution of Members or the Board that requires the indemnification permitted by Section 1, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Section 2(a) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability

to make repayment.

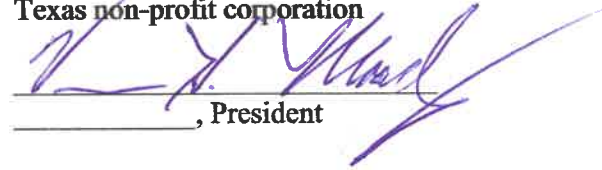
**ARTICLE VIII**  
**Conflicts**

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. Should all or part of any Article of these Bylaws be in conflict with the provisions of Chapter 22, Nonprofit Corporations, of the Texas Business Organizations Code, Chapter 209 of the Texas Property Code, or any other Texas law, such act or law shall control.

**THE FOREGOING AMENDED AND RESTATED BYLAWS WERE ADOPTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION ON JUNE 5, 2021.**

**ASSOCIATION:**

**LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation**

  
\_\_\_\_\_, President

STATE OF TEXAS }  
COUNTY OF POLK }  
SCHELANA HOCK hereby certify that the instrument was FILED in  
the file number sequence on the date and at the time stamped hereon by  
me and was duly RECORDED in the Official Public Records in Volume  
and Page of the named RECORDS OF Polk County, Texas as stamped  
hereon by me.

**FILED FOR RECORD**  
**2021 JUN -8 PM 12:57**

JUN - 8 2021

*Schelana Hock*  
SCHELANA HOCK  
COUNTY CLERK  
POLK COUNTY, TEXAS

*Schelana Hock*  
COUNTY CLERK  
POLK COUNTY, TEXAS

