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AMENDED AND RESTATED BYLAWS

OF

**BINGLEWOOD CIVIC CLUB, INC.,
a Texas nonprofit corporation**

Effective Date: November 14, 2020

Table of Contents

ARTICLE 1.	Formation; Name; Property Owners Association; Principal Office; Address; Registered Office and Registered Agent.....	1
ARTICLE 2.	Definitions.....	2
ARTICLE 3.	Purpose, Powers and Duties of the Association.....	3
ARTICLE 4.	Membership.....	6
ARTICLE 5.	Meetings of Members	7
ARTICLE 6.	Board of Directors	10
ARTICLE 7.	Meetings of the Board of Directors	16
ARTICLE 8.	Committees of the Board of Directors.....	18
ARTICLE 9.	Officers	22
ARTICLE 10.	Indemnification of Directors and Officers.....	26
ARTICLE 11.	Fiscal Policy	27
ARTICLE 12.	Books and Records	27
ARTICLE 13.	Order of Business	28
ARTICLE 14.	Prohibited Activities	28
ARTICLE 15.	Conflicts of Interest	29
ARTICLE 16.	Effective Date of A&R Bylaws; Amendments; Amendment of Articles.....	30
ARTICLE 17.	General Provisions.....	31

Schedules and Exhibits:

Schedule I	- List of Deed Restrictions.....	34
Schedule II	- List of Subdivision Plats	35
Exhibit A	- Form of Member Proxy	36
Exhibit B	- Form of Absentee Ballot.....	37
Exhibit C	- Form of Ballot	38
Exhibit D	- Form of Volunteer Waiver and Release of Liability	39
Exhibit E	- Form of Photograph and Publicity Release.....	41

**AMENDED AND RESTATED BYLAWS
OF
BINGLEWOOD CIVIC CLUB, INC.**

November 14, 2020

The bylaws of Binglewood Civic Club were adopted on January 4, 1978, amended on December 14, 1992, and acknowledged and confirmed as the current bylaws of the Binglewood Civic Club, Inc. (the "Association") on October 29, 2020 (the "Bylaws"). These Amended and Restated Bylaws ("A&R Bylaws") of the Association were approved by a unanimous vote of the Association's Board of Directors present at a meeting of the Directors duly called and held on the 14th day of November, 2020, which meeting was preceded by a Member meeting in which input from Association Membership was provided to the Board.

**ARTICLE 1.
FORMATION; NAME; PROPERTY OWNERS ASSOCIATION;
PRINCIPAL OFFICE; ADDRESS;
REGISTERED OFFICE AND REGISTERED AGENT**

Section 1.1 Formation. Binglewood Civic Club has been in existence for over sixty-four (64) years and was initially incorporated on March 6, 1956 and again on October 17, 1977. The Articles of Incorporation of the Association were filed in the Office of the Secretary of State of Texas on August 3, 1992, under File No. 123906801, and amended by Articles of Amendment to the Articles of Incorporation dated November 16, 1998, filed with the Secretary of State of Texas on November 17, 1998 (collectively, the "Articles"). The Association was formed as a nonprofit corporation under and pursuant to the Texas Business Organizations Code ("TBOC"), as amended, and other relevant laws of the State of Texas.

Section 1.2 Name. The name of the Association is "Binglewood Civic Club, Inc."

Section 1.3 Property Owners Association. As to Binglewood Subdivision, Section Six only, the Association is a "property owners association" as defined in *Chapter 209, Title 11, Texas Property Code*. Any reference to the "Binglewood Section Six Community Improvement Association" as designated in the Section Six Declaration refers to the Association. As to all six (6) sections of Binglewood Subdivision, the Association is a "property owners association" as defined in *Section 202.001(2), Title 11, Texas Property Code*, with architectural control authority.

Section 1.4 Principal Office. The Association's principal office is in Houston, Texas.

Section 1.5 Address. The mailing and email addresses, and web site for submissions from any Member of the Association or from the general public to the Association, are:

Binglewood Civic Club, Inc.
P.O. Box 430943
Houston, Texas 77243-0943
Email: contact@binglewood.com
Web Site: www.binglewood.com

Section 1.6 Registered Office and Registered Agent. The Association shall continuously maintain a registered agent within the State of Texas. The registered office and registered agent may be changed by the Board of Directors by majority vote or upon the request of the person or entity then serving in the capacity of registered agent.

ARTICLE 2. DEFINITIONS

Section 2.1 “Association” shall mean and refer to the Binglewood Civic Club, Inc., a Texas nonprofit corporation, its successors and assigns.

Section 2.2 “Block Captain” shall refer to a volunteer who acts to distribute information between Neighborhood residents and the Association, and promotes community involvement within a particular block, section or other designated area.

Section 2.3 “Board of Directors” and “Board” shall mean and refer to the duly elected Board of Directors of the Association.

Section 2.4 “Board Meeting” means deliberation between a quorum of the voting board of the Association, or between a quorum of the voting board and another person, during which Association business is considered and the Board takes formal action.

Section 2.5 “Cause” shall be defined as material evidence of the conduct of any Member that (i) is contrary to any federal, state, or local statute, law or ordinance, (ii) is contrary to what a majority of the Members considers to be within the boundaries of moral or civil conduct, or (iii) materially harms the interests of the Association in any other manner.

Section 2.6 “Common Area” shall mean and refer to any properties, real or personal, owned by the Association for the common use and enjoyment of the Association’s Members or such other property owned by the City or County the Association has agreed to maintain for the benefit of the Members.

Section 2.7 “Deed Restrictions” shall mean and refer to the Deed Restrictions for Sections One through Five of the Binglewood Subdivision and the Declaration of Covenants, Conditions, and Restrictions of Binglewood Section Six Subdivision (“Section Six Declaration”), recorded in the Real Property Records of Harris County, Texas, all as more particularly described on Schedule I attached hereto, along with any additions, amendments and/or supplements thereto, as well as subsequent declarations for any section which may hereafter be brought within (annexed into) the jurisdiction of the Association.

Section 2.8 “Electronic Transmission” shall mean any e-communication that can be reproduced in paper form. For delivery of documents and notices, an electronic transmission is deemed delivered when it enters an information processing system that the recipient has designated for purposes of receiving a transmission of that type. For voting by electronic ballot, “electronic transmission” shall mean a reply email from each owner who has provided an email address to the Association.

Section 2.9 “Governing Documents” shall mean the Deed Restrictions, the Articles, these A&R Bylaws, the Policies and Guidelines of the Association, and any other policies approved by the Board and filed of record, as the same may be amended from time-to-time.

Section 2.10 “Lot” shall mean and refer to any of the numbered lots shown on each recorded subdivision plat, as more particularly described on Schedule II attached hereto, including any lots created by the re-platting of a lot or other tract of land, on which there is or will be built a single-family dwelling.

Section 2.11 “Member” or “Membership” shall mean and refer to every person or entity which holds a membership in the Association, as defined in Article 4 of these A&R Bylaws.

Section 2.12 “Membership Fee” is defined in Section 4.4 of these A&R Bylaws.

Section 2.13 “Neighborhood” shall mean certain territory within the City of Houston, Harris County, Texas, as described in the Binglewood Subdivision plats recorded in the Real Property Records of Harris County, Texas, as more particularly described on Schedule II attached hereto.

Section 2.14 “Owner” shall mean and refer to (i) the record owner, whether one or more persons or entities, of the fee simple title to any Lot in Binglewood Subdivision, Sections One, Two, Three, Four and Five, and (ii) the record owner, whether one or more persons or entities, of the fee simple title to any Lot in Binglewood Subdivision, Section Six, which is a part of the Properties subject to a maintenance charge assessment by the Association, (iii) contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

Section 2.15 “Properties” shall mean and refer to the real property located within the Neighborhood.

Section 2.16 “Suspended Member” shall mean and refer to Members of the Association whose Membership has been suspended as set forth in Section 4.6 of these A&R Bylaws.

Section 2.17 “Volunteer” refers to a person who freely offers to take part in, or undertake, Association activities. A Volunteer does not need to be a Member. Volunteers must complete a Volunteer Waiver and Release of Liability, substantially in the form of Exhibit D attached hereto, prior to participation.

ARTICLE 3. PURPOSE, POWERS AND DUTIES OF THE ASSOCIATION

Section 3.1 Purpose. The Association is a civic organization not organized for profit and operated exclusively to promote social welfare within the meaning of “Social Welfare Organizations” as defined in Section 501(c)(4) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”). In furtherance of such purpose, and in addition to the purposes set forth in the Articles, the Association will seek to:

- (a) protect, preserve, and improve the Neighborhood;
- (b) address deterioration and crime in the Neighborhood;

- (c) monitor and enforce the Deed Restrictions within the Neighborhood;
- (d) promote the historical residential integrity of the Neighborhood;
- (e) represent the Neighborhood to the City of Houston, Harris County, and all other governmental entities; *provided, however,* that the Association may not engage in political activities including lobbying or participation in political campaigns;
- (f) provide information to the Neighborhood regarding City of Houston and Harris County planning matters or projects, and serve as a catalyst for discussions of same;
- (g) provide information to the Neighborhood of general interest;
- (h) serve as a source of information for communicating Neighborhood issues to businesses and organizations; and
- (i) perform such other functions as may be necessary or appropriate to fulfill the purposes of the Association.

Section 3.2 Powers. The Association, by and through its Board of Directors, shall have the power to:

- (a) adopt and publish policies and guidelines relating to the interpretation and enforcement of the Deed Restrictions and collection of the Section Six Assessment;
- (b) suspend the rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for any infraction of published policies and guidelines. Certain rights may also be suspended as provided in Section 4.6 below;
- (c) exercise all powers, duties and authority vested in, or delegated to, the Association and not reserved to the Membership by the Governing Documents;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular or executive meetings of the Board of Directors;
- (e) employ a managing agent, an independent contractor, or such other employees as may be deemed necessary and to prescribe their duties and the terms of employment;
- (f) regarding Binglewood Subdivision, Section Six, foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same;
- (g) exercise the Architectural Committee authority set forth in the Governing Documents as to all six (6) sections of the Binglewood Subdivision; and

- (h) exercise such other rights and powers granted to it under Texas law and the Governing Documents.

Section. 3.3 Duties. It shall be the duty of the Association, by and through its Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members entitled to vote;
- (b) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- (c) as more fully provided in the Section Six Declaration:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate Officer to issue, upon demand by any person, a Resale Certificate setting forth whether or not any assessment for a Lot in Binglewood Subdivision, Section Six, has been paid. A reasonable charge may be assessed by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. The Board may delegate, assign or transfer this function to its agent or other representative and authorize such agent or representative to provide the requested information and to charge the appropriate fee for such certificate;
- (e) fix the amount of the voluntary annual dues for each Lot in the Binglewood Subdivision, Sections One, Two, Three, Four and Five, at least thirty (30) days in advance of each annual solicitation;
- (f) procure and maintain adequate liability and hazard insurance, as well as director's and officer's liability insurance, as it may deem appropriate;
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) to approve, promulgate and have filed of record all instruments described in paragraph Section 6.8(e) below; and
- (i) cause the Common Area (if any) to be maintained.

ARTICLE 4.
MEMBERSHIP

Section 4.1. Membership.

- (a) Membership is granted on a Lot basis and shall be granted to those persons who are either voluntary or mandatory Members as provided in the Deed Restrictions and these A&R Bylaws. To qualify for membership in the Association, a person must (i) be at least eighteen (18) years of age, (ii) pay the Membership Fee (upon entry into the Membership and annually thereafter), and (iii) be an Owner (or Proxy) of real property located in the Neighborhood. Every person or entity who is a recorded Owner of a fee or undivided fee interest in any Lot in Section Six, including contract sellers, is subject to the Section Six Declaration and assessment by the Association, and shall be a mandatory Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Mandatory Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

- (b) Each Owner of a Lot in Section Six shall, upon and by virtue of becoming an Owner, automatically become a Member of the Association and shall remain a Member thereof until his or her ownership ceases for any reason, at which time his or her membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Any lienholder who acquires title to any Lot in Binglewood Subdivision, Section Six, shall thereupon become a Member of the Association. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for the transfer of membership in the Association.

- (c) Voluntary Membership in the Association is expressly limited to the Owners or residents of Lots within Binglewood Subdivision, Sections One, Two, Three, Four and Five, such ownership or residency and timely payment of voluntary annual dues being the sole qualifications for Membership. Mandatory Membership in the Association is expressly limited to the Owners of Lots within Binglewood Subdivision, Section Six, such ownership being the sole qualification for membership.

Section 4.2 Section Six Assessment. Each Lot in Section Six of the Neighborhood is subject to a mandatory annual assessment (the "Section Six Assessment"), pursuant to the Section Six Declaration. At a minimum, the amount of the Section Six Assessment shall equal that set by the Board for Sections One through Five (which shall also be equal).

Section 4.3 Voting. The Association shall have two (2) classes of voting membership:

CLASS A: Class A Members shall be owners of Lots within Binglewood Subdivision, Section Six, and such mandatory Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be

Members. However, the vote of any Lot owned by more than one (1) person shall be exercised as they among themselves determine, or, in the absence of such determination, by a majority of such persons or entities, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B: Class B Members shall be owners or residents of Lots within Binglewood Subdivision, Sections One, Two, Three, Four and Five who voluntarily elect to become Members of the Association and who timely pay the voluntary annual dues to the Association. Such voluntary Class B Members shall be entitled to one (1) vote for each Lot owned or occupied for which dues are paid. When more than one person owns an interest in any Lot or resides at any such Lot, all such persons shall be Members. However, the vote of any Lot owned or occupied by more than one (1) person shall be exercised as they among themselves determine, or, in the absence of such determination, by the majority vote of such persons or entities, but in no event shall more than one (1) Class B vote be cast with respect to any Lot.

Section 4.4 Membership Fee. A Membership fee shall be set by a simple majority vote of the Board and announced to the Membership in the January meeting of each year (the "Membership Fee"). The Board shall have full discretion to use Membership Fees for any purpose; *provided* that such purpose is in the best interests of the Association. Membership Fees are payable upon initial entry into the Membership and annually on January 1 of each calendar year. Membership Fees will not be refunded or prorated. The amount of the annual Membership Fee per Lot paid by Class B voluntary Members shall be equal to the amount of the Section Six Assessment paid by Class A Members.

Section 4.5 Revocation of Membership. Membership in the Association may be revoked at any time for Cause. Without limiting the revocation right granted to the Board under this Section, membership may be revoked by a simple majority vote of the Members present at the next regularly scheduled meeting after evidence of Cause is presented and a motion to revoke membership is introduced. Revocation of membership shall include forfeiture of any paid dues. The Association shall have the power to refuse to grant future membership to any person or entity whose membership has been revoked.

Section 4.6 Suspension of Membership. During any period in which a Class A Member shall be in default in the payment of the Section Six Assessment, or any other annual or special assessment levied by the Association, or should a Class A Member for any reason be a judgment debtor of the Association, the right to use the common areas (if any) of the Association may be suspended, and such Class A Member may be excluded from Association sponsored events (e.g., yard of the month, social or seasonal events) by the Board of Directors until such assessment or judgment has been paid in full. The rights of all Members may also be suspended, after notice and hearing, for a period or periods not to exceed sixty (60) days each, for violation(s) of any of the Deed Restrictions and/or policies and guidelines established by the Board of Directors governing the Subdivision.

ARTICLE 5. MEETINGS OF MEMBERS

Section 5.1 Annual Meetings. The annual meeting of the Members, for purposes of electing officers and directors, receiving all committee and financial reports and transacting such other business as may properly come before the Membership, shall be held during the month of

December at a time and place within Harris County, Texas as designated by the Board. Annual meetings may be held via telephonic or electronic means upon notice to Members as provided in Section 5.4 below.

Section 5.2 Regular Meetings. Each calendar year, the Association shall hold a minimum of six (6) meetings, open to the Neighborhood, with no two meetings to be held in the same month unless the meeting is a special meeting under Section 5.3 of these A&R Bylaws. A regular meeting must always be held in January. Each regular meeting shall be held on a date and at a time and location determined by the Board of Directors. Regular meetings may be held via telephonic or electronic means upon notice to Members as provided below. The date, time and place of a subsequent meeting, and how such meeting is to be conducted, including any matters that will be brought to a vote, shall be announced or presented at the close of business of each regular meeting.

Section 5.3 Special Meetings. Special meetings, which may be open to the Neighborhood, shall be held at such time and place and for such limited purposes as may be decided from time to time by the President of the Association, or by a majority of the Board of Directors, or upon written request of at least five percent (5%) of the Membership; *provided that* proper notice is given in accordance with these A&R Bylaws. Special meetings may be held via telephonic or electronic means upon notice to Members as provided below.

Section 5.4 Notice of Meetings. Except as otherwise herein, regular meetings will be noticed to the Neighborhood at least three (3) days ahead of the meeting. Forms of notice include, but are not limited to, (i) posting on social media or website; (ii) publishing in a Neighborhood newsletter; (iii) an electronic transmission to the Membership and Neighborhood contacts who have provided their email address; (iv) flyers or a mailing; and/or (v) signage placed throughout the Neighborhood. Meeting notices for any "town hall" meeting of the Members at which an advisory vote will be taken may be conducted in the same manner as a notice of a regular meeting. If an official vote of the Membership is to be taken, written notice shall be given by, or at the direction of, the Secretary of the Association, or such other person authorized to call the meeting by the Board, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than sixty (60) days, before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, date, time and purpose of the meeting and how such meeting is to be conducted. The Neighborhood shall be given notice of any special meeting (other than a reconvened meeting) by the Secretary, or person designated by the Board to provide such notice, at least ten (10) days, but no more than sixty (60) days, before such meeting. Notice shall include the place, date, time and purpose of the special meeting, how such meeting is to be conducted, and if any matters will be brought to a vote. No other business may be conducted except as stated in such notice.

Section 5.5 Amendments of Governing Documents. Any amendment or other change to the Articles of the Association requires prior written notice to the Members of a special meeting as set forth above. Notice is deemed given when each notice is deposited in the United States Postal Service, with postage prepaid. Any amendment or other change to the Deed Restrictions requires the approval of at least sixty-seven percent (67%) of the Lots in each section of the Subdivision to agree to such change. Any amendment of the Bylaws, the Association's Policies and Guidelines, and all other policies of the Association, requires the approval of a majority of the Board of Directors. The Officers who are authorized to prepare, execute, certify, and record such

amendments to the Governing Documents on behalf of the Association are the President, Vice President and Secretary.

Section 5.6 Member Vote Without a Meeting. Members may vote on actions that can be taken without a meeting as long as all Members are (i) given proper notice as provided in Section 5.4 above, (ii) provided with a ballot of the proposed action, substantially in the form of Exhibit C attached hereto, and (iii) given a deadline by which votes must be submitted to the Association.

Section 5.7 Quorum. Except as otherwise provided herein, Members holding five percent (5%) of the total votes entitled to be cast by all Members of the Association represented at a meeting of the Members (including those by Proxy) will constitute a quorum for voting on matters brought before the Members. Members may be represented at any meeting in person or by a legitimate proxy, substantially in the form of Exhibit A attached hereto, by absentee ballot, substantially in the form of Exhibit B attached hereto, or electronic ballot submitted by electronic transmission; *however*, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. Except as otherwise provided by the TBOC, Texas Nonprofit Corporation Law (the "Act," being Chapter 22 of the TBOC), or by the Governing Documents, the vote of Members holding, in the aggregate, a majority of the votes entitled to be cast by those Members present or voting by a legitimate proxy, by absentee ballot, or by electronic ballot, at a called meeting at which a quorum is present, will be the act of the Members; *however*, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and casts a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. If a quorum shall not be achieved as set forth above, the Board of Directors shall have the power to adjourn a meeting and reconvene, at any time, without notice other than an announcement at the meeting being reconvened. At each reconvened meeting, a quorum requirement can be one-half (1/2) of the quorum required at the previous meeting until a quorum is reached.

Section 5.8 Voting. Any Member wishing to cast a vote by proxy, by electronic transmission, or by absentee ballot must deliver his or her vote to the Association by at least 9:00 a.m. (Central Time) on the day of the meeting on which such vote is scheduled to be taken. Each Member Lot shall receive one vote on all matters of the Association coming to a vote. Except where otherwise defined herein, a majority vote of a quorum is required for a proposal brought to a vote before the Membership to pass. A Member may vote at any meeting of the Membership, at which meeting a vote will be conducted, either: (i) in person; (ii) by proxy executed in writing by the Member, or by a duly authorized attorney-in-fact; or (iii) any available method authorized pursuant to the applicable provisions of *Chapter 209, Title 11, Texas Property Code*. Proxies shall be filed with the Secretary of the Association before or at the time of the meeting and shall automatically cease upon conveyance by the Member of their Lot. Every proxy shall be revocable and shall specify the meeting or action to which it applies. General proxies shall not be permitted. Secret ballots are also not permitted. Cumulative voting shall not be allowed.

Section 5.9 Location of Meetings. Meetings of the Members may be held at such places within Houston, Harris County, Texas as may be designated by the Board of Directors.

Section 5.10 Waiver of Notice. A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

Section 5.11 Majority Vote. Votes representing more than fifty percent (50%) of votes received, by respective issue called to a vote, is a majority vote.

Section 5.12 Ballots and Proxies. Whenever a vote is called, a Member who cannot vote in person may vote by written proxy, substantially in the form of Exhibit A attached hereto, or by electronic ballot or absentee ballot, substantially in the form of Exhibit B attached hereto. Only one vote may be exercised per Member Lot. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot. All ballots must be signed by the Member casting such vote. Electronic votes cast under *Chapter 209, Title 11, Texas Property Code*, constitute written and signed ballots. In a Neighborhood-wide election, written and signed ballots are not required for uncontested races.

Section 5.13 Conduct of Meetings. The President will preside over Member meetings. The Secretary will keep minutes of the meetings and will record Member action at the meeting in the Association's minute book. The Sergeant-at-Arms will ensure that the meetings are run in accordance with the meeting agenda and Robert's Rules of Order.

ARTICLE 6. BOARD OF DIRECTORS

Section 6.1 Governing Body; Composition. The affairs of the Association shall be governed by the Board of Directors. Each Director has one vote. The initial Board was composed of the Directors appointed in the Articles. Each Director must be (i) at least eighteen (18) years of age, (ii) a Member (or Member proxy) of the Association, and (iii) in good standing with the Association.

Section 6.2 Number of Directors. The number of Directors constituting the entire Board shall be not less than three (3) nor more than nine (9). The number of Directors may be increased or decreased by a resolution of the Board. Each director shall serve until a successor shall have been duly elected and qualified. If the Board elects to increase the number of Directors, candidates for such new directorships shall be nominated from the floor or by the Nominating Committee and elected by a simple majority vote of the Members of the Association from the pool of candidates nominated by the Nominating Committee at the December annual meeting or a special meeting called for the purpose of electing such new Directors. The term of any then currently elected director may not be decreased by a vote of the Board in order to reduce the total number of directors.

Section 6.3 Solicitation of Director Candidates Prior to Annual Election. At least ten (10) days before the Association disseminates absentee ballots or other ballots to its Members for purposes of voting in a Board member election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate as to how 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 (10th) day after the date the Association provides the required notice.

The notice must be: (1) mailed to each owner; or (2) provided by: (A) posting the notice in a conspicuous manner reasonably designed to provide notice to Association Members: (i) in a place located on privately owned property within the Subdivision, with the property owner's consent; or (ii) on the Association's website and social media pages or any other internet media; and/or (B) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association; and/or (C) publishing such information in the Association's newsletter. Each candidate may, but shall not be required to, provide biographical information to the Association to be included with the other information provided to Members.

Section 6.4 Nomination of Directors. Nominations for Directors of the Association shall be made by the Nominating Committee. Candidates for election to the Board of Directors may come from solicitation of Members and may also be nominated by the Board or be made from the floor by the Members, if so stated in the notice of the annual meeting and approved by a majority of the Board of Directors. All Directors shall be elected by a simple majority vote of the Members at the December Annual Meeting. Members not in good standing are not eligible to serve on the Board, including Class A Members who have not paid their Section Six Assessment.

Section 6.5 Election of Directors. Directors shall be elected at the annual meeting as described in Section 5.1 above. Members attending the annual meeting may vote their individual vote by Member Lot, as well any proxies they may hold. The election results shall be announced at the Annual Meeting, including the number of ballots cast for each candidate. The candidate or candidates receiving the largest number of votes cast shall be elected. The vote shall be conducted in accordance with, and subject to, the applicable provisions of *Chapter 209, Title 11, of the Texas Property Code*. Write-in candidates or nominations from the floor are allowed. The ballot used for election of Directors shall be substantially similar to the form ballot attached hereto as Exhibit C, unless a simple majority of the Board determines otherwise. In the event of any vacancy, the vacancy will be filled by a simple majority vote of the Members present at the next Member meeting. In the event that two Directors receive the identical number of votes by the Members, the winner shall be decided by a toss of a fair coin by the President or Vice President.

Section 6.6 Term of Office. The regular term of office for each Director (except for the President and Vice President who are subject to terms of office as described in Section 9.4 below) shall be three (3) years, commencing on the January 1st following the December annual meeting at which such Director is elected, unless sooner terminated by death, incapacity, resignation or removal, and ending on December 31st of the third year. The filling of a vacant Director position by a Member for the remainder of such director's current term shall not be counted towards such Member's term limit for the position. No Member elected as a Director shall serve more than two (2) terms as a Director.

Section 6.7 Staggered Terms of Office. The terms of Directors will be staggered. At least one-third of the Board will be elected each year. Each Director shall be elected for a term of three (3) years, with one (1) Board position to be filled each year. The number of Directors may be increased by resolution of the Board without amending these A&R Bylaws, but in any event must always be an odd number. In the event that the number of Directors is increased from three (3) to five (5) by resolution of the Board, commencing at the next annual meeting, each Director shall be elected for a term of two (2) years, with three (3) Board positions to be filled in odd years and two (2) Board positions to be filled in even years. In the event that the number of Directors is increased to seven (7) by resolution of the Board, commencing at the next annual meeting, each

Director shall be elected for a term of two (2) years, with four (4) Board positions to be filled in odd years and three (3) Board positions to be filled in even years.

Section 6.8 Powers. Except as otherwise expressly provided herein and subject to compliance with applicable law, the business and affairs of the Association shall be managed by the Board of Directors. Without prejudice to such general powers, it is hereby expressly declared that the Board shall have the following powers:

- (a) adopt and publish policies and guidelines relating to the interpretation and enforcement of the Deed Restrictions and collection of the Section Six Assessment;
- (b) subject to the applicable provisions of *Chapter 209, Title 11, Texas Property Code*, to suspend certain rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Certain rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules or regulations;
- (c) to exercise for the Association all powers, duties and authority vested in or designated to this Association and not reserved to the Membership by other provisions of the Governing Documents;
- (d) to employ an independent contractor(s), or such other employees as it deems necessary, and to prescribe their duties and the terms of employment;
- (e) to approve, promulgate and have filed of record in the Official Public Records of Real Property of Harris County, Texas: (i) a Management Certificate; (ii) a Payment Plan Policy; (iii) a Collection Policy; (iv) a Records Retention Policy; (v) a Records Production Policy; and (vi) Policies and Guidelines for the Binglewood Subdivision. Any such instruments may be amended, modified or supplemented by resolution of the Board of Directors, which amended, modified or supplemented instruments shall also be filed of record;
- (f) to exercise such other rights and powers granted under Texas law and the Governing Documents;
- (g) to vote on any matter brought to the Board for a vote under these A&R Bylaws;
- (h) to appoint and remove any Officer of the Association and to prescribe powers and duties for officers;
- (i) to designate any place for the holding of a regular, special or annual meeting of the Membership or of a Board meeting;
- (j) approve any agreement between the Association and any person or entity for the performance of various duties and functions with respect to the Common Area (if any);
- (k) to borrow money and incur indebtedness for the Association to maintain, repair, or restore the Common Area (if any);

- (l) to designate the bank or banks in which the Association's funds should be deposited and, further, to designate the persons having authority to sign checks and drafts and otherwise act in connection with such bank accounts;
- (m) to manage all funds and property, real and personal, of the Association;
- (n) cause to be kept a complete record of all its acts and corporate affairs;
- (o) fix the amount of the annual Membership Fee and Section Six Assessment as set forth in the Governing Documents;
- (p) send written notice of each annual Section Six Assessment to every Lot Owner subject thereto as set forth in the Governing Documents;
- (q) send written requests for payment of voluntary Membership Fees to Lot Owners in Sections One through Five of the Neighborhood;
- (r) procure and maintain adequate liability and hazard insurance on any property owned by the Association, as well as director's and officer's liability insurance;
- (s) cause all officers having fiscal responsibilities to be bonded, as it may deem appropriate;
- (t) cause the Common Area (if any) to be maintained; and
- (u) perform the other duties of the Association set forth in the Governing Documents.

Any exercise of power by the Board that could have a significant and material adverse effect on the Membership or the Neighborhood must be taken to the Membership for a vote. The Board may not, unless done in an open meeting for which prior notice was given to Members, consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in assessments;
- (6) levying of special assessments;
- (7) appeals from a denial of architectural control approval;
- (8) 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;
- (9) lending or borrowing money;

- (10) the adoption or amendment of a Governing Document;
- (11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than twenty percent (20%);
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the Board;
- (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (15) the election of an officer.

Section 6.9 Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record (i.e., minutes) of all its acts and corporate affairs and to present a financial statement to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by five percent (5%) of the Members who are entitled to vote;

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

(c) as more fully provided in the Section Six Declaration:

(1) fix the amount of the annual assessment against properties subject to the jurisdiction of the Association at least thirty (30) days in advance of each annual assessment period, and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof; and

(2) send at least thirty (30) days' prior written notice of each assessment to every Owner subject thereto in advance of each annual assessment period;

(d) regarding Class A Members, issue, or cause an appropriate officer to issue, upon demand by any person, a statement setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for issuance of these statements. If such statement indicates that an assessment has been paid, such statement shall be conclusive evidence of such payment;

(e) procure and maintain such liability and hazard insurance as deemed appropriate;

(f) cause any officers or employees having fiscal responsibilities to be bonded, as deemed appropriate; and

(g) cause the Common Area (if any) to be maintained.

Section 6.10 Vacancies. A Director's position becomes vacant if the Director dies, becomes incapacitated, resigns, is no longer a Member in good standing, or fails to fulfill his or her duties as set forth herein. Any vacancy occurring due to resignation, death or disqualification may be filled by the affirmative vote of a majority of the remaining Directors, at an open meeting, even

though less than a quorum. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office. Any appointed Director may be removed from the Board, with or without cause, by a majority vote of those Directors of the Association present, in person or by proxy (or ballot), at a regular or special meeting of the Board of Directors, at which meeting a quorum is present. A vacancy occurring by virtue of the expiration of the Director's term may only be filled by the election of a Director by a majority vote of the Members present or by proxy (or ballot) at a regular or special meeting of the Membership.

Section 6.11 Removal. Any individual Director or the entire Board may be removed, with or without Cause, at a special meeting called for such purpose by a majority vote of a quorum of Members constituting 10% of the total Membership. Any Director whose removal is sought will be given notice of the proposed removal prior to the meeting. In the event of the removal of the entire Board at one time, there shall be a vote to elect Directors to serve the remainder of each Director's term immediately after such removal, and those Members present for such vote shall constitute a quorum for the purposes of the replacement vote only. Any Director may be removed with or without Cause by a simple majority vote of all of the other Directors then in office if the Director (i) fails to attend three (3) consecutive Board meetings; (ii) fails to attend thirty percent (30%) of all Board meetings within one (1) calendar year; or (iii) is the subject of an enforcement action by the Association for violation of the Governing Documents.

Section 6.12 Disqualification. If the Board is presented with written, documented evidence from a database, or other record maintained by a governmental law enforcement authority, that a Board member was convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board. Further, a person may not serve on the Board if the person cohabits at the same primary residence with another Board member of the Association.

Section 6.13 Resignation. Any Director may resign at any time by giving written notice to the President or Secretary of the Association. Such resignation shall take effect at the time specified therein (or if no time is given, upon delivery of the resignation); and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary in order for it to be effective.

Section 6.14 Conflict of Interest. If a Director, a business affiliated with a Director, or a family member of a Director submits a bid to the Association to provide services for compensation, the affected Director will abstain from the vote in regard to any such bid. Further, the Board shall comply with any applicable Texas statutory law with regard to conflicts of interest.

Section 6.15 Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties upon submission of an expense report and approval thereof by the authorized Officers of the Association.

Section 6.16 Accounts and Reports to the Board. Accounting must conform to general accepted accounting principles. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually: (a) an income statement reflecting all income and expense activity for the preceding period; (b) a statement reflecting all cash receipts and disbursements for the preceding period; (c) a variance report reflecting the status of all

accounts in an “actual” versus “approved” budget format; (d) a balance sheet as of the last day of the preceding period; and (e) a Membership report listing all Owners and paid Member Lots for that year. All actions (in the previous year) taken to collect Membership Fees and delinquent Section Six Assessments shall also be recorded.

ARTICLE 7. MEETINGS OF THE BOARD OF DIRECTORS

Section 7.1 Regular Meetings. Regular meetings of the Board will be held at such date, time and place as determined by the Board and may be held by electronic or telephonic means so long as all Directors may participate and communicate as if present in person as provided by *Section 209.0051, Texas Property Code*. At least six (6) such meetings will be held during each fiscal year. Notice of the date, time and place of a meeting, and how such meeting is to be conducted, will be given to the Directors not less than ten (10) days and not more than thirty (30) days before the meeting. Should said meeting date fall upon a legal holiday, the meeting will be rescheduled for another date and time as determined by the President and/or a majority of the Board of Directors. Board meetings are not required to be, but may be, open to Members as set forth below.

Section 7.2 Special Meetings. Special meetings will be held when called by the President or by any two (2) Directors upon three (3) days’ prior written notice, unless declared urgent, by e-mail, text message or mail to the Board, specifying the date, time and place of such special meeting, the matter(s) to be covered, and how such meeting is to be conducted.

Section 7.3 Meetings Open to Members Attending. Notwithstanding any other provision contained in these A&R Bylaws, regular and special meetings of the Board of Directors are open to Members attending, subject to the right of the Board to adjourn a meeting of the Board and convene in executive session, and there must be at least three (3) days’ advance notice to Owners regarding the date, time and location of Board meetings (except for certain matters allowed for executive sessions and other forums, subject to statutory compliance). Such notice must be provided in accordance with Section 5.4 hereof. Matters for executive session (not open to Members) include, but may not be limited to, the following: actions involving personnel; pending or threatened litigation; contract negotiations; enforcement actions; confidential communications with the Association’s attorney; matters involving invasion of privacy of Owners; and other matters that are confidential by request of an affected party and agreement of the Board. Executive session minutes must be kept (in general terms) and include an explanation of approved expenditures, if any, as set forth in Section 7.11 below.

Section 7.4 Required to be Considered in Open Meetings. The Board may not consider or vote on any of the matters listed in Section 6.8, Paragraphs (1) through (15) unless in an open meeting for which prior notice was given to Members.

Section 7.5 Meetings at Which Amendments Considered. The Board cannot meet to adopt an amendment or other change to the Governing Documents unless the Board provides written notice to each Member, pursuant to Section 5.4 hereof, in a document showing the specific amendment or other change that would be made to the Governing Documents, after the twentieth (20th) day but before the tenth (10th) day preceding the meeting.

Section 7.6 Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either (i) proper notice of the meeting was given to each Director and all Members who are entitled to notice of the meeting or (ii) a written waiver of notice is given by any Director who did not receive proper notice of the meeting and any Member entitled to notice of the meeting. Proper notice of a meeting will be deemed given to any Director or Member who attends the meeting unless the Director or Member objects to lack of notice when the meeting is called to order and declines to participate, in which case the meeting may be reconvened and proper notice provided. Attendance or participation in a meeting by a Director shall constitute waiver of notice of such meeting unless such attendance or participation is limited to objecting to the meeting due to lack of notice.

Section 7.7 Quorum and Voting. A majority of the total number of elected Directors constitutes a quorum for purposes of transacting business of the Association at any Board meeting (voting by written proxy shall count towards a quorum). A quorum must be present at any meeting for a vote to be taken. Each Director shall have one vote. A Director may participate in, and will be deemed present at, any meeting by telephonic or electronic means; *provided* that all persons entitled to participate in the meeting consent to the meeting being held by such means and the system provides access to the meeting in a manner, or using a method, by which each person participating in the meeting can communicate concurrently with each participant.

Section 7.8 Conduct of Board Meetings. The President will preside at Board meetings. In the absence of the President, the Vice President will preside or the Board may choose a Chair from among the Directors present. The order of business shall be determined by the presiding Officer or Director. The Secretary will keep minutes of the meetings and will record in a minute book the votes of the Directors. Attending Members are only entitled to participate in Board meetings to the extent authorized by the Board of Directors. Robert's Rules of Order shall be the authority for procedure in the conduct of meetings.

Section 7.9 Action Without a Meeting; Consent. Unless the Governing Documents provide otherwise, the Board may act by unanimous written consent (including electronic transmission) of all the Directors, without a meeting, if the Board action does not involve a fine, damage assessment, appeal, or suspension of a right of a particular Association Member before the Member has an opportunity to attend a Board meeting to present the Member's position. In the event that the Board determines that an action is necessary prior to the next Board meeting and that there is insufficient time to call a special meeting of the Directors (or a majority of the Directors is unavailable to attend), any action required or permitted to be taken at a meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if a consent in writing setting forth the action so taken is signed by a majority of the Directors. Such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors and announced as an agenda item at the next Board meeting. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 7.10 Open Meetings. Regular and special board meetings shall be open to Members, subject to the right of the Board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board.

Section 7.11 Executive Session. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, 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 also include a general explanation of expenditures approved in the executive session.

Section 7.12 Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying (exclusive of any records that would breach the privacy of an individual Owner, violate any law or privilege, or disclose information that was to remain confidential at the request of the affected parties) upon the Member's written request to the Association's Secretary in accordance with the Association's Records Production Policy.

ARTICLE 8. COMMITTEES OF THE BOARD OF DIRECTORS

Section 8.1 Establishment of Committees. The Board of Directors may establish standing or special committees as it deems appropriate with such duties and responsibilities as it shall designate; *provided* that any actions taken by any committee shall be in compliance with all applicable law and no committee shall have the authority to amend or repeal these A&R Bylaws, elect or remove any Officer or Director, adopt a plan of merger, or authorize the voluntary dissolution of the Association. The Board shall have the sole authority to prescribe and approve the terms, qualifications, membership, leadership, deliverables, and activities of committees and shall develop Terms of Reference ("ToR") for each committee that, at a minimum, describes the purpose, scope and authority of the committee and include: committee name; type (e.g., standing, ad hoc or advisory); purpose; scope; authority; membership; meeting arrangements; quorum; reporting; resources; budget; deliverables; and ToR review frequency.

Section 8.2 Term; Appointment; Duties. Each committee member shall volunteer from the time of appointment and may serve until he or she resigns, is removed and a successor is appointed. Committee members shall not be entitled to vote, in their capacity as committee members, on matters brought before the Board. All committees shall operate under the supervision of the Board of Directors and no committee member is entitled to take any action on behalf of the Association or bind the Association to any agreement without the approval of the Board of Directors. The Board shall appoint the members of such committees from the Officers, the Board, the Membership, or the Neighborhood. If the Board fails to appoint members to a committee for any reason or if there is a vacancy, the President may make such appointments. In addition to the standing committees, the President may appoint special committees to serve during his or her term of office. The President shall be an ex officio member of all committees.

Section 8.3 Function of Committees. It shall be a function of each committee to respond to inquiries from Members on any matter involving Association duties and activities within its area of responsibility. The committee shall handle such inquiries or refer them to the appropriate committee, Director or Officer of the Association.

Section 8.4 Reports. All committees appointed by the Board are required to keep written records of their proceedings and make regular reports as required by the Board.

Section 8.5 Tenure. Any committee shall serve until its purpose has been accomplished or until dissolved by the Board, whichever occurs first.

Section 8.6 Committees of the Board. Committees can be eliminated, limited, or expanded by majority vote of the Board, with the exception of the Architectural Committee which is required by the Deed Restrictions. Without limiting the foregoing, the current standing committees are:

(a) Membership Committee.

(1) The purpose of the Membership Committee is to actively solicit new members for the Association.

(2) The Chair of the Membership Committee shall: (i) assist the Vice President, Block Captains, and Nominating Committee as requested; (ii) maintain records of the Membership; (iii) make a report of the Association's Membership; and (iv) maintain attendance records of each meeting of the Association.

(3) The Chair of the Membership Committee shall welcome new residents and personally deliver printed "welcome" materials and invite them to attend Association activities.

(4) The Secretary shall serve as Chair of the Membership Committee unless provided otherwise by a majority vote of the Board.

(b) Nominating Committee.

(1) The purpose of the Nominating Committee is to nominate directors and officers for the Association.

(2) The Chair of the Nominating Committee shall be a member of the Board.

(3) The Nominating Committee shall select nominees based on relevant experience and general suitability for the nominated position.

(4) The Nominating Committee shall present a list to the Board containing the names of eligible nominees for the following year in November of each year, and upon approval of the Board, shall announce the names of the nominees at the December meeting. All nominees will be published in the November edition of the Association newsletter in advance of the December meeting at which the vote on the election of such nominees to their respective offices is to be taken. Nominations shall also be taken from the floor during the December meeting to elect officers and directors.

(c) Architectural Committee.

(1) The purpose of the Architectural Committee is to: (i) monitor new construction for compliance with the Deed Restrictions and Policies and Guidelines; (ii) monitor remodeling projects for compliance with the Deed Restrictions and Policies and Guidelines; (iii) enforce compliance with the Deed Restrictions and Policies and Guidelines on new construction and remodeling projects; (iv) consider and recommend changes or amendments to the Deed Restrictions and Policies and Guidelines; (v) provide information regarding the Deed Restrictions and Policies and Guidelines to new residents upon request; (vi) include previously excluded

properties in the Deed Restrictions and/or Policies and Guidelines; (vi) collect information regarding alleged violations; and (vii) make recommendations for action.

(2) The Chair of the Architectural Committee shall: (i) communicate with developers, real estate agents, title company representatives and prospective home buyers regarding the Deed Restrictions and Policies and Guidelines; and (ii) provide copies of the Deed Restrictions and Policies and Guidelines or other information to homeowners, developers, real estate agents, title company representatives, prospective home buyers, and other interested parties, as applicable, upon request.

(3) The Architectural Committee shall be comprised of the duly elected Officers of the Association and the Association President shall serve as the Chair. The Board may serve in an advisory capacity only.

(d) Park Committee.

(1) The purpose of the Park Committee is to manage maintenance and improvement of the City of Houston's James W. Lee Park (also known as "Binglewood Park") (collectively, the "Park") located within the Neighborhood.

(2) The Chair of the Park Committee shall: (i) manage and ensure compliance with any agreements entered into between the Association and a third party (e.g., the City of Houston or the Houston Parks Board) in connection with maintenance and/or beautification efforts for the Park; (ii) coordinate scheduled maintenance of the Park, including selection of appropriate third parties to provide maintenance services as necessary; (iii) coordinate fundraising activities benefiting the Park; (iv) review monthly capital expenditure reports provided by the Houston Parks Board; and (v) investigate and seek reasonable resolution of complaints or concerns reported to the Association in connection with the Park.

(3) A Volunteer appointed by the Board shall serve as Chair of the Park Committee, unless provided otherwise by a majority vote of the Board.

(e) Speakers Committee.

(1) The purpose of the Speakers Committee is to secure speakers for the regular Member meetings of the Association.

(2) The Chair of the Speakers Committee shall: (i) communicate with persons who can speak on topics of interest to the Neighborhood; (ii) secure a date and time certain for his or her appearance at a regular Association meeting; (iii) ensure advance notice is made in the Neighborhood newsletter; and (iv) assist such speakers, and his or her staff, if applicable, as necessary in making the presentation.

(3) The Sergeant-at-Arms shall serve as Chair of the Speakers Committee, unless provided otherwise by a majority vote of the Board.

(f) Drainage Committee.

(1) The purpose of the Drainage Committee is to act as a liaison to the City of Houston, Harris County, the U.S. Federal Emergency Management Agency (FEMA), etc., and any successor entities, regarding drainage and flooding issues impacting the Neighborhood.

(2) The Chair of the Drainage Committee shall (i) advocate on behalf of the Neighborhood with local and federal authorities, (ii) serve as the primary point of contact for such issues in the Neighborhood, and (iii) be responsible for notifying Members of any drainage and flooding issues and related projects in the Neighborhood.

(3) The President shall serve as the Chair of the Drainage Committee, unless provided otherwise by a majority vote of the Board.

(g) Communications Committee.

(1) The purpose of the Communications Committee is to (i) maintain Neighborhood contact lists; (ii) notify the Neighborhood, and/or Members (as applicable), of Association activities or matters of general interest via electronic transmission, social media, text messages, etc.; and (iii) publish and distribute a Neighborhood newsletter at least six (6) times per calendar year.

(2) A Photograph and Publicity Release, substantially in the form of Exhibit E attached hereto, shall be required prior to the use of an individual's information by the Communications Committee or otherwise.

(3) The Sergeant-at-Arms shall serve as Chair of the Communications Committee, unless provided otherwise by a majority vote of the Board.

(h) Security Committee.

(1) The purpose of the Security Committee shall be to work to prevent criminal activity in the Neighborhood and act as a liaison to the Houston Police Department, as well as other law enforcement agencies or private security companies.

(2) The Vice President shall serve as Chair of the Security Committee, unless provided otherwise by a majority vote of the Board.

(i) Social Committee.

(1) The purpose of the Social Committee is to oversee and plan social and community volunteer activities for the Neighborhood on behalf of the Association.

(2) A Photograph and Publicity Release, substantially in the form of Exhibit E attached hereto, shall be required prior to the use of an individual's information by the Social Committee or otherwise.

(3) A Volunteer appointed by the Board shall serve as Chair of the Social Committee, unless provided otherwise by a majority vote of the Board.

ARTICLE 9. OFFICERS

Section 9.1 Qualifications for Office. Each Officer must be (i) a Member in good standing with the Association and (ii) at least eighteen (18) years of age. Each Officer shall serve without compensation except for reimbursement for reasonable expenses incurred on behalf of the Association and approved by the Board or as set forth in Section 9.9(e) below. All Officers are accountable to the Board.

Section 9.2 Nomination and Selection of Officers. The Nominating Committee shall present a slate of officer candidates to the Members at the December regular meeting. Voting Members shall elect a President, and a Vice President, who will also be members of the Board, a Secretary, a Treasurer and a Sergeant-at-Arms. No person shall simultaneously hold both the office of President and the office of Secretary. Only the offices of Vice President, Secretary and Treasurer, or any combination of such offices, may be held by the same person. The President and Vice President also serve as members of the Board during their term of office.

Section 9.3 Special Appointments; Delegation of Duties. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. The Board of Directors may approve the delegation of certain Association duties to an agent, including the duties of the Secretary and/or Treasurer. However, if certain duties are so delegated, it shall remain the duty of the Secretary or Treasurer, as applicable, to oversee all such matters and to keep the Board of Directors informed relative to such appointment.

Section 9.4 Election; Term of Office. The Officers of the Association shall be elected annually by the Members of the Association at the December regular Member meeting (where a majority of the total number of Members present shall constitute a quorum) and shall include a President, Vice President, Secretary, Treasurer, and Sergeant-at-Arms. Officers shall hold office for a one (1) year-term unless he or she shall sooner resign, be removed, or otherwise be disqualified to serve. No Member elected as an Officer shall serve more than two consecutive terms in office. In the absence of an annual vote of the Members, the current holder of each office shall remain in office unless and until replaced by the Board.

Section 9.5 Vacancy; Resignation; Removal. In the event of an officer vacancy, such vacancy will be filled by (i) appointment made by the Board, either by written consent pursuant to Section 6.9 hereof or by majority vote at a special meeting called for such purpose pursuant to Section 7.2 hereof, or (ii) nomination from the floor and a simple majority vote of the Members in attendance at either a special meeting called for such purpose or at the next regular meeting of the Members. Officers so elected shall be installed and assume office immediately after election, unless provided otherwise by a majority vote of the Board. Any officer may resign from office at any time by giving written notice thereof to the Board, the President, or the Secretary. The resignation shall take effect on the date of receipt of such notice or at any later time specified in such notice, and, if not specified therein, shall be effective at the next regularly scheduled meeting of the Members. The acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed with or without Cause by a simple majority vote of the Board.

Section 9.6 President.

(a) The President shall be a member of the Board and supervise and preside over the regular and special meetings of the Members and all meetings of the Board.

(b) The President shall enforce the Governing Documents, see that orders and resolutions of the Board are carried out, and require all Officers and members of committees to perform their duties.

(c) The President shall sign all Association legal documents and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.

(d) The President shall have the responsibility to appoint delegates to represent the Association at meetings of any organization or group.

(e) The President shall serve as Chair of the Architectural Committee.

(f) The President shall serve as Chair of the Drainage Committee, unless provided otherwise by a majority vote of the Board.

(g) The President shall be an ex officio member of all committees, and shall have the authority to appoint members to committees unless otherwise specified in these A&R Bylaws.

(h) The President shall be responsible for securing Block Captains from each section of the Neighborhood to serve as block and/or section representatives and shall coordinate their activities, which duties may be delegated to another Officer or member of the Board.

Section 9.7 Vice President.

(a) The Vice President shall be a member of the Board, have such powers and duties delegated to him or her by the President, and shall exercise and discharge such other duties as may be required by the Board unless otherwise specified in these A&R Bylaws.

(b) The Vice President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act, and shall serve as presiding officer of any meeting during the President's absence.

(c) The Vice President may co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.

(d) The Vice President shall serve as Chair of the Security Committee, unless provided otherwise by a majority vote of the Board.

(e) The Vice President shall assume the office of the President if the President resigns, is unable to complete a term of office, or is removed from the position by the Board.

Section 9.8 Secretary.

(a) The Secretary shall keep an accurate record of the proceedings of all Member and Board meetings, read/summarize such record at subsequent meetings, furnish such copies of the

record as may be required, and keep the additional records required by Article 12 of these A&R Bylaws.

(b) The Secretary shall serve notice of meetings of the Board of Directors and of the Members and shall perform such other duties as may be required by the Board.

(c) The Secretary shall maintain the minute book of the Association and shall safeguard all the official and legal documents of the Association, including but not limited to, the Governing Documents and documents granting tax exempt status issued by the Internal Revenue Service.

(d) The Secretary shall maintain a current list of Members entitled to vote, together with their property address and any alternate address as may be provided in writing by such Member, and shall record votes at all regular or special meetings.

(e) The Secretary shall deliver the minute book, and all other books and records of the Association, to succeeding office holders within five (5) days after leaving office.

(f) The Secretary shall serve as Chair of the Membership Committee, unless provided otherwise by a majority vote of the Board.

Section 9.9 Treasurer.

(a) The Treasurer shall maintain accurate books of account for all receipts and disbursements of the Association.

(b) The Treasurer shall establish bank accounts and receive and deposit all monies of the Association in a bank, credit union, or other financial institution as directed by resolution of the Board of Directors, and shall disburse all monies as authorized by the Members or the Board.

(c) The Treasurer shall maintain a file of vouchers and supporting documents for all receipts and disbursements available for examination upon Member or Director request.

(d) The Treasurer shall conduct the financial affairs of the Association as directed and authorized by the Members, shall maintain current and accurate records of payment of Membership Fees, and coordinate membership status with the Secretary and/or Chair of the Membership Committee.

(e) The Treasurer shall arrange for the payment of all Board-approved expenditures including, but not limited to, meeting room rental, supplies, printing and delivery of newsletters and notices, mailing costs, corporate registration fees, filing fees, insurance premiums, landscaping costs, technology expenses, and other routine expenses on behalf of the Association and shall present for signature to the President and/or Vice President all checks, drafts, promissory notes, and other orders for the payment of money for execution. All expenditures exceeding Twenty-Five Dollars (\$25.00) must be approved in writing by any three (3) Officers. No check shall ever be pre-signed in blank by any agent, Officer, or Director authorized to sign checks. The Board of Directors is authorized, by resolution, to designate the authorized signatures for withdrawal of funds. No funds belonging to the Association may ever be disbursed without the specific approval of a duly authorized Officer or Director.

(f) The Treasurer shall present a record of current accounts to the Members at each regular meeting.

(g) The Treasurer shall create financial reports of the Association's finances to present at Board meetings as described in Section 6.16 of these A&R Bylaws.

(h) The Treasurer shall cause an audit of the Association books to be made by a public accountant as may be required by the Board.

(i) The Treasurer shall propose an annual budget itemizing revenues and expenses and statement of income for the next fiscal year during the last quarter of the calendar year for approval by the Board no later than its December regular meeting and presented at the January regular meeting of the Members.

(j) The Treasurer shall maintain the Association's tax-exempt status and file all required forms with the Internal Revenue Service.

(k) The Treasurer shall deliver all accounts and records to the succeeding office holder within five (5) days after leaving office.

Section 9.10 Sergeant-at-Arms.

(a) The Sergeant-at-Arms shall set up the physical or electronic venue before each meeting begins and ensure that everything is in order before Members arrive or enter including, but not limited to, organizing and checking equipment.

(b) The Sergeant-at-Arms shall brief all attendees to a meeting on protocol and procedures and welcome any guests.

(c) The Sergeant-at-Arms administers sign-in documentation, ensures that the meeting starts on time, and that the agenda set by the President or Vice President is followed.

(d) The Sergeant-at-Arms shall preserve order and decorum at all meetings. If Officers, Directors, Members or meeting attendees are disruptive, the Sergeant-at-Arms may warn them and, in extreme cases, eject them from the meeting.

(e) The Sergeant-at-Arms shall assure that the procedures set forth in these A&R Bylaws and Robert's Rules of Order are observed at all meetings; *provided, however*, that when the Sergeant-at-Arms is of the opinion that it is in the best interest of the Association and will facilitate the orderly progression of business, he or she may direct any reasonable procedure be followed in lieu of Robert's Rules of Order.

(f) The Sergeant-at-Arms shall ensure that only authorized Members (or designated Proxies) vote, shall count all votes and certify quorums as applicable.

(g) The Sergeant-at-Arms shall serve as Chair of the Communications and Speaker Committees, unless provided otherwise by a majority vote of the Board.

ARTICLE 10.
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 10.1 Corporate Indemnification. Pursuant to *Section 8.101 of the TBOC* and unless expressly provided otherwise in the Governing Documents or applicable law, the Association shall indemnify and hold harmless the directors and former directors, officers and former officers, committee members, and employees (if any) of the Association against any and all expenses, losses, damages, claims or liabilities arising out of such individual's administrative functions or fiduciary responsibilities, including any expenses, losses and liabilities that are caused by or result from an act or omission constituting the negligence of such individual in the performance of such functions or responsibilities to the fullest extent authorized by Texas law; *provided* that such individual performed such functions or responsibilities in good faith and reasonably believed to be acting the best interests of the Association; *provided* further that the Association shall not indemnify any expenses, losses and liabilities that are caused by or result from such individual's gross negligence or willful misconduct. The intent of this provision is to allow the Association, by majority vote of its Board of Directors, to indemnify its directors and officers to the maximum extent allowed by law without the necessity of a vote of the Membership. Expenses against which such individual shall be indemnified hereunder shall include, without limitation, the amounts of any settlement or judgment, costs, attorney's fees, and related charges reasonably incurred in connection with a claim asserted or a proceeding brought or settlement thereof. The Association shall advance to them or reimburse them for expenses incurred in connection therewith to the maximum extent permitted by law.

Section 10.2 Indemnification Payments. Before the Association may pay any indemnification expenses, either the Board, by simple majority vote of members of the Board not seeking indemnity, or special legal counsel selected by the Board (by simple majority vote of members of the Board not seeking indemnity), shall determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable.

Section 10.3 Indemnification Against Judgments. A person may be indemnified under this Article 10 against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in connection with a proceeding; but if the person is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the person, the indemnification (A) is limited to reasonable expenses actually incurred by the person in connection with the proceeding, and (B) shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his or her duty to the Association.

Section 10.4 Indemnification after Settlement. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by its counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he or she may be entitled.

Section 10.5 Indemnity Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any

liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of the TBOC, to the extent that the majority of the Board feels that such insurance is reasonable and necessary.

Section 10.6 Types of Insurance. Without limiting the power of the Association to procure or maintain any kind of insurance or other arrangement, the Association may, for the benefit of persons indemnified by the Association: (A) create a trust fund; (B) establish any form of self-insurance; (C) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (D) establish a letter of credit, guaranty or surety arrangement.

ARTICLE 11. FISCAL POLICY

Section 11.1 Fiscal Year. The Board may establish the Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Association's fiscal year is a calendar year. The business and fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

Section 11.2 Funding. The Association shall receive its primary funding from Membership Fees and the Section Six Assessment as paid by Lot Owners. Additional donations will also be accepted and acknowledged. The Association may also request funding for special projects to benefit the Neighborhood as determined by the Board.

Section 11.3 Borrowing. The Association may not borrow money in the name of the Association unless approved by a majority vote of a quorum of the Members, as set forth in Section 5.7 hereof, at a duly called special meeting.

Section 11.4 Bonding. The Treasurer, at the discretion of the Directors, shall be bonded at the expense of the Association.

ARTICLE 12. BOOKS AND RECORDS

Section 12.1 Books and Records. The Association shall keep accurate and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees. All books and records of the Association may be inspected by any Member or his or her authorized agent or attorney for any reasonable purpose at any reasonable time. The production of the Association's books and records shall be made in accordance with the Association's duly recorded policies and *Chapter 209, Title 11, Texas Property Code*.

Section 12.2 Examination by Member. After a written request to the Association, a Member may examine and copy, in person or by authorized agent, any Association books and records relevant to such request. The Board may establish rules concerning the (A) form of the request; (B) reasonable hours and days of the week for the inspection; and (C) payment of costs related to a Member's inspection and copying of books and records. Subject to any and all applicable provisions of the Governing Documents and other policies of the Association, upon reasonable written notice stating the specific purpose of the demand to the Secretary of the Association, and subject to the demand being deemed proper, the specific books, records and papers of the

Association (as outlined in the written demand) shall, during reasonable business hours, be subject to inspection and copying (at a reasonable cost to the Member) by any Member or Member's agent, accountant, or attorney. In this regard, the Board of Directors shall provide for review and copying the Association's books, records and papers, within the scope of the request, reasonably calculated to satisfy the purpose of the request; *provided, however*, that unless authorized in writing by the affected Owner(s) or authorized by Court Order, the Association will not provide copies of, or allow inspection of, any records that contain: (i) the personal information of an Owner, including violations of Deed Restrictions and/or Association Policies and Guidelines, delinquent assessments, financial information, and contact information (other than the Owner's address); or (ii) information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that does not identify an individual property Owner. The Governing Documents shall be available for inspection by any Member at a convenient location to be designated by the Board of Directors, where copies thereof may be purchased by any Member at a reasonable cost. In accordance with the applicable provision(s) of *Chapter 209, Title 11, Texas Property Code*, the Association has recorded a Records Retention Policy and a Records Production Policy in the Official Public Records of Real Property of Harris County, Texas. Such recorded Policies are subject to change, and any modified, amended and/or updated Policy or Policies will also be recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 12.3 Examination by Director. A Director has the right, at any reasonable time and at the Association's expense, to examine and copy the Association's books and records.

ARTICLE 13. ORDER OF BUSINESS

Section 13.1 Order of Business. The order of business at any Member or Board meeting shall be substantially as follows: (1) reading of the minutes (or an accurate summary thereof) of the last meeting; (2) Treasurer's report; (3) committee reports; (4) unfinished business; (5) new business; (6) miscellaneous items from the floor; (7) notification of date, time, decisions to be taken, and place of the next meeting; and (8) adjournment. The Board may also adopt rules for the conduct of meetings of Members, the Board, and committees. If the Members or Board are considering approval of the Minutes from a previous meeting or of a document or agreement distributed in advance to the Members or Board for review, the reading of such Minutes or document or agreement in their entirety may be waived by unanimous consent of those in attendance.

ARTICLE 14. PROHIBITED ACTIVITIES

Section 14.1 Actions Jeopardizing Tax Status. The Association shall not carry out any activities not permitted by an organization exempt from federal income taxes under the Internal Revenue Code, as the same may be amended from time to time.

Section 14.2 Lobbying and Political Activities. The Association shall not devote any part of its activities for lobbying purposes (including the publishing or distribution of statements) or otherwise attempt to influence legislation. The Association may not participate, nor encourage the participation of its Members (including the publishing or distribution of statements), in any political campaign on behalf of any candidate for public office.

Section 14.3 Private Inurement. No part of the net income or net assets of the Association shall inure to the benefit of, or be distributable to, its Directors, Officers, Members or other private persons, other than as reasonable compensation for services rendered to the Association as approved by the Members or Board of Directors, as applicable.

Section 14.4 Discrimination. In the conduct of all aspects of its activities, the Association shall not discriminate on the grounds of race, color, national origin, gender or sexual orientation.

Section 14.5 Litigation. The Association shall not be a voluntary party in any litigation without the prior unanimous written approval of the Board.

ARTICLE 15. CONFLICTS OF INTEREST

Section 15.1 Purpose. The purpose of the conflicts of interest policy is to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Association. This policy is intended to supplement, but not replace, any state law governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 15.2 Definitions.

(a) Interested Person. Any Director, Officer, or Member of a committee with Board-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family relationship:

(1) an ownership or investment interest in any entity with which the Association has a transaction or arrangement;

(2) a compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement; or

(3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement.

(c) Compensation. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate Board or Committee decides that a conflict of interest exists.

Section 15.3 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the Directors and Members of committees with Board-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the Board or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Committee Members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the Board or Committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that may result in a conflict of interest.

(2) The Board or Committee shall determine by a simple majority vote of the disinterested Directors whether (i) the transaction or arrangement is in the Association's best interest and for its own benefit, and (ii) the transaction is fair and reasonable to the Association and shall then make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflicts of Interest Policy.

(1) If the Board or committee has reasonable cause to believe that a Member has failed to disclose actual or possible conflicts of interest, it shall inform the Member in writing of the basis for such belief and afford the Member an opportunity to explain the alleged failure to disclose.

(2) If, after receiving the response of the Member and making such further investigation as may be warranted under the circumstances, the Board or committee determines that the Member has, in fact, failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**ARTICLE 16.
EFFECTIVE DATE OF A&R BYLAWS; AMENDMENTS;
AMENDMENT OF ARTICLES**

Section 16.1 Effective Date. These A&R Bylaws shall become effective when approved in writing by the Directors.

Section 16.2 Amendment of A&R Bylaws. These A&R Bylaws may be amended or supplemented by a majority vote of the Association's Board of Directors. These A&R Bylaws are intended to comply with the provisions of Federal statutory law or Texas statutory law applicable to property owners' associations and shall be construed and interpreted so as to be in compliance with any such statutory requirements.

Section 16.3 Amendment of Articles. The Articles may be amended upon the adoption of a resolution setting forth the proposed amendment or amendments to the Articles by the Board of Directors, which is then submitted to a vote at an annual or special meeting of Members having voting rights. Written notice setting forth the proposed amendment, or a summary of the changes to be affected thereby, shall be provided to each Member entitled to vote at such meeting in accordance with Section 7.5 hereof. The proposed amendment shall be adopted by receiving at

least two-thirds (2/3) of the votes of those Members present in person or by proxy (or ballot), at which annual or special meeting a quorum is present in accordance with Section 5.7 hereof. Notwithstanding the foregoing, the Association's Board of Directors may, by majority vote, amend the Articles for the limited purposes provided for in *Section 22.107(b)* of the Act (as amended from time to time).

Section 16.4 Conflict. In the event of any conflict between the Articles and these A&R Bylaws, the Articles shall control. In the case of any conflict between the Deed Restrictions and these A&R Bylaws, the Deed Restrictions shall control.

ARTICLE 17. GENERAL PROVISIONS

Section 17.1 Dissolution. Activities of the Association shall be limited to those necessary to achieve its purpose. The Association does not contemplate pecuniary gain or profit to the Members thereof and is organized solely for nonprofit purposes. Upon the winding up and dissolution of the Association, after paying or adequately providing for the debts and obligations of the Association, the remaining assets shall be distributed to a nonprofit fund, foundation, or corporation, which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes and which has established its tax-exempt status under §501(c)(3) of the Internal Revenue Code. If the Association holds any assets in trust, such assets shall be disposed of in such a manner as may be directed by decree of the District Court of Harris County, Texas, upon petition therefor by the Attorney General of the State of Texas or any other person concerned with the liquidation.

Section 17.2 Adoption. These A&R Bylaws shall replace any and all previously adopted bylaws and amendments.

Section 17.3 Evidence of Membership. The Board of Directors shall maintain evidence of membership in the Association, which shall be in such form (e.g., Membership Cards, Association records, etc.) as may be determined by the Board. At a minimum, at such time as a Member pays the Membership Fee or Section Six Assessment, as applicable, his or her name and address and the date of Membership shall be entered into the records of the Association.

Section 17.4 Notices. Unless otherwise provided in these A&R Bylaws, any notice required or permitted by the Governing Documents must be in writing. Notices regarding enforcement actions must be given by certified mail, return receipt requested. All other forms of notice shall be provided pursuant to Section 5.4 hereof. Notices from Members to the Association for votes to be cast at a meeting or any other reason shall be submitted to the address shown in Section 1.5 of these A&R Bylaws.

Section 17.5 Quorum Required for Certain Actions. Except as otherwise provided by the Act, the TBOC, *Chapter 209* and/or the Deed Restrictions (as each may be amended from time to time), Members holding at least five percent (5%) of the aggregate votes entitled to be cast by all Members shall constitute a quorum for certain actions to be taken as set forth in these A&R Bylaws. If such quorum shall not be achieved at a meeting, the Members entitled to vote shall have the power to adjourn the meeting and reconvene with a reduced quorum. No subsequent (or adjourned) meeting shall be held more than sixty (60) days following the preceding meeting.

Section 17.6 Property of the Association. The title to all property of the Association, both real and personal, shall be vested in the Association.

Section 17.7 Contracts. The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Unless so authorized by the Board, no Officer, Member, or agent of the Association shall have the authority to bind the Association by any contract or engagement, or pledge its credit, or render it liable for any purpose or to any amount.

APPROVAL OF DIRECTORS

As of the date set forth below, we, the members of the Board of Directors of the Binglewood Civic Club, Inc. pursuant to the Articles of Incorporation filed in the Office of the Secretary of State of Texas on August 3, 1992, under Charter Number 123906801, approve the foregoing as the Amended and Restated Bylaws of the Binglewood Civic Club, Inc.

SIGNED AND APPROVED this 14th day of November 2020.

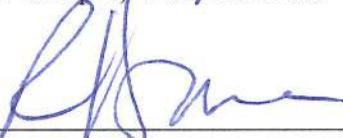
BOARD OF DIRECTORS:



Joanne Cortez, President



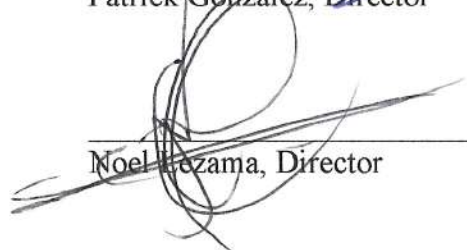
Ann Cowper, Vice President



Rey Doria, Director



Patrick Gonzalez, Director




Noel Mezama, Director

CERTIFICATION

"I, the undersigned, being the President of the Binglewood Civic Club, Inc., hereby certify that the foregoing Amended and Restated Bylaws of Binglewood Civic Club, Inc. were adopted by a majority of the Association's Board of Directors, and such Amended and Restated Bylaws have not been modified or repealed, and are now in full force and effect."

BINGLEWOOD CIVIC CLUB, INC.,
a Texas nonprofit corporation

By: 
Joanne Cortez
President

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ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared Joanne Cortez, President of **BINGLEWOOD CIVIC CLUB, INC.**, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12th day of January 2021.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING, RETURN TO:
Binglewood Civic Club, Inc.
P.O. Box 430943
Houston, Texas 77243-0943



SCHEDULE I
List of Deed Restrictions

Recording information for the Deed Restrictions, Sections One through Six, of the Binglewood Subdivision is as follows:

Section 1:

1. Binglewood Subdivision [Covenants, Conditions, Easements, Restrictions and Reservations] dated November 30, 1954 recorded December 9, 1954, under Clerk's File No. 1352209, in Volume 2866, Page 20, of the Deed Records, Harris County, Texas.

Section 2:

2. Restrictions of Binglewood Subdivision, Section Two dated August 4, 1955 recorded October 18, 1955, in Volume 3010, Page 655, of the Deed Records, Harris County, Texas;
3. Amended Agreement dated February 22, 1956 recorded April 2, 1956, in Volume 3123, Page 712, of the Deed Records, Harris County, Texas; and
4. Protective Covenants dated April 19, 1984, recorded April 30, 1984, under Clerk's File No. J479835, of the Official Public Records of Real Property of Harris County, Texas (as to Lot 155, Block 13).

Section 3:

5. Amended Agreement dated February 22, 1956 recorded April 2, 1956, in Volume 3123, Page 712, of the Deed Records, Harris County, Texas; and
6. Restrictions of Binglewood Subdivision, Section III dated March 22, 1957 recorded June 24, 1957, under Clerk's File No. 1756500, in Volume 3339, Page 379, of the Deed Records, Harris County, Texas.

Section 4:

7. Restrictions of Binglewood Subdivision, Section IV, recorded May 13, 1959, in Volume 3700, Page 108, of the Deed Records, Harris County, Texas.

Section 5:

8. Restrictions dated February 17, 1964 recorded February 19, 1964, in Volume 5423, Page 30, of the Deed Records, Harris County, Texas.

Section 6:

9. Declaration of Covenants, Conditions and Restrictions Binglewood Section Six Subdivision dated April 22, 1997, and recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. S432058, Film Code No. 512-84-3669.

SCHEDULE II
List of Recorded Plats

Recording information for the Plats, Sections One through Six, of the Binglewood Subdivision is as follows:

Section 1:

1. Plat of Binglewood Section I recorded November 29, 1954, under Clerk's File No. 1346846, in Volume 47, Page 39, of the Map and/or Plat Records, Harris County, Texas.

Section 2:

2. Plat of B P Wright Homestead Tract a/k/a Wright B P recorded March 29, 1892, in Volume 67, Page 161, of the Deed Records, Harris County, Texas; and
3. Plat of Binglewood Section 2 recorded August 4, 1955, in Volume 49, Page 68, of the Map and/or Plat Records, Harris County, Texas.

Section 3:

4. Plat of Dr. B. P. Wright Subdivision recorded March 29, 1892, in Volume 67, Page 161, of the Deed Records, Harris County, Texas;
5. Plat of Binglewood Section 3 recorded September 13, 1956, in Volume 53, Page 53, of the Map and/or Plat Records, Harris County, Texas; and
6. Plat of Binglewood Section 4 & Replat of Lot 360, Block 21 Binglewood Section 3 recorded February 05, 1959, in Volume 58, Page 22, of the Map and/or Plat Records, Harris County, Texas (as to Lot 360, Block 21 only of Section 3).

Section 4:

7. Plat of Dr. B. P. Wright Subdivision recorded March 29, 1892, in Volume 67, Page 161, of the Deed Records, Harris County, Texas.

Section 5:

8. Plat of Dr. B. P. Wright Subdivision recorded March 29, 1892, in Volume 67, Page 161, of the Deed Records, Harris County, Texas.

Section 6:

9. Plat of Hollister House Apartment Project recorded September 28, 1970, in Volume 171, Page 104, of the Map and/or Plat Records, Harris County, Texas;
10. Plat of Binglewood Section 6 recorded August 15, 1996, in Film Code No. 379146, of the Map and/or Plat Records, Harris County, Texas; and
11. Plat of Amended Plat of Binglewood Section 6 recorded June 18, 1997, in Film Code No. 389080, of the Map and/or Plat Records, Harris County, Texas.

EXHIBIT A
MEMBER PROXY
Binglewood Civic Club, Inc.

I, _____, Owner or Co-Owner of _____, Houston, Texas 77080, a Member of the Binglewood Civic Club, Inc. (the "Association"), and entitled to vote at any regular or special meeting of the Association ("Member"), hereby designate and appoint _____ of _____, _____, _____ as my proxy ("Proxy") to attend and represent me at any regular or special meeting of the Association with the full power to vote and act on my behalf, to the extent and with the same effect as if I were personally present.

My Proxy shall have full power to represent me and vote on all issues and motions that are properly presented at the meeting for which this designation of proxy is effective. My Proxy shall have the authority to vote entirely at his or her discretion.

This designation revokes any prior proxy designation that I may have given previously with respect to being a Member of the Association. This designation of proxy shall be effective immediately and shall continue in effect until:

- _____, 20__;
- terminated by written notice delivered to the Association.

DATE SIGNED: _____

MEMBER:

Printed Name: _____

EXHIBIT B
ABSENTEE BALLOT
Binglewood Civic Club, Inc.

_____ Regular Meeting

_____ Special Meeting

Date: _____, 20____

Please indicate your vote below. CHOOSE ONLY ONE PER POSITION:

[AMENDMENT OR DESCRIPTION OF WHAT IS BEING VOTED UPON]

OR

[CANDIDATES]

- | | | |
|--------------------------|--------|------------------|
| <input type="checkbox"/> | [NAME] | President |
| <input type="checkbox"/> | [NAME] | President |
| <input type="checkbox"/> | [NAME] | Vice President |
| <input type="checkbox"/> | [NAME] | Vice President |
| <input type="checkbox"/> | [NAME] | Treasurer |
| <input type="checkbox"/> | [NAME] | Treasurer |
| <input type="checkbox"/> | [NAME] | Secretary |
| <input type="checkbox"/> | [NAME] | Secretary |
| <input type="checkbox"/> | [NAME] | Sergeant-at-Arms |
| <input type="checkbox"/> | [NAME] | Sergeant-at-Arms |
-
- | | | | |
|--------------------------|-------------------------------|--------------------------|-------------------------------|
| <input type="checkbox"/> | [NAME], Director, Position __ | <input type="checkbox"/> | [NAME], Director, Position __ |
| <input type="checkbox"/> | [NAME], Director, Position __ | <input type="checkbox"/> | [NAME], Director, Position __ |

Absentee Ballot must be signed and dated.

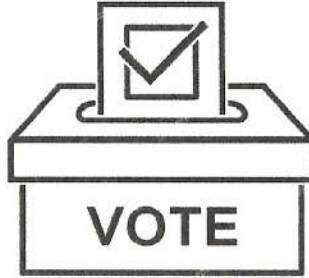
DATE: _____

Member:

Address: _____

Please complete, sign, and return this Absentee Ballot by _____ [DATE] to
Binglewood Civic Club, Inc., P.O. Box 430943, Houston, Texas 77243-0943
or by email to contact@binglewood.com

EXHIBIT C
BALLOT
Binglewood Civic Club, Inc.



[AMENDMENT OR DESCRIPTION OF ITEM TO BE VOTED UPON BY MEMBERS.]

- I approve and vote, "Yes."
- I do not approve and vote, "No."

Member Name: _____

Address: _____

Phone Number: _____

Email: _____

EXHIBIT D
VOLUNTEER WAIVER AND RELEASE OF LIABILITY
Binglewood Civic Club, Inc.

VOLUNTEERS MUST COMPLETE THIS WAIVER AND RELEASE OF LIABILITY
(PARENT/LEGAL GUARDIAN SIGNATURE IS REQUIRED IF VOLUNTEER IS UNDER AGE 18)

Volunteer Name: _____
(Under 18? yes or no [circle one])

Contact E-mail (required): _____

Parent or Legal Guardian Email (required if Volunteer is under age 18):

Address: _____

Phone: _____

Emergency Contact Name: _____

Relationship to Volunteer: _____

Phone Number: _____

WAIVER AND RELEASE OF LIABILITY

In return for being allowed to participate in Binglewood Civic Club, Inc. volunteer activities and all related activities, including any activities incidental to such participation ("**Volunteer Activities**"), the undersigned (Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 and hereafter referred to using "I", "me", or "my") releases and agrees not to sue the Binglewood Civic Club, Inc. or its officers, directors, employees, subcontractors, sponsors, agents and affiliates (collectively, the "**Association**") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.

I understand and agree that the Association is not responsible for any injury or property damage arising out of the Volunteer Activities, even if caused by ordinary negligence or otherwise.

I understand that participation in the Volunteer Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Volunteer Activities with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless the Association for all claims arising out of my participation in the Volunteer Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Texas and agree that if any portion of this Agreement is declared invalid, the remainder will continue in full legal force and effect.

I also acknowledge that the Association has not arranged and does not carry any insurance of any kind for my benefit or that of Volunteer (if Volunteer is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns.

I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in the Volunteer Activities.

I also understand that this document is a contract which grants certain rights to, and eliminates the liability of, the Association.

(Signature)

(Printed Name)

(Date)

I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up my legal rights and remedies.

(Signature of Parent/Legal Guardian if Volunteer is Under 18) (Printed Name) (Date)

I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up my legal rights and remedies.

EXHIBIT E
PHOTOGRAPH AND PUBLICITY RELEASE
Binglewood Civic Club, Inc.

I, _____ [NAME], the undersigned, or I, the undersigned Parent/Legal Guardian of _____ [NAME] (hereafter referred to using "I" or "my"), in return for being allowed to participate in Association activities, including but not limited to, the "Yard-of-the-Month" program and various Association volunteer and social events (collectively, the "Activities"), hereby grant to the Binglewood Civic Club, Inc. (the "Association"), and each of its agents, promotional agencies, and partners, and all of the Association's and such entities' officers, directors, agents, employees, and their respective successors and assigns (collectively, the "Authorized Parties"), permission to use, publish, broadcast and/or copyright the use of my name, voice, photograph and/or likeness in any and all advertising, promotional, or other materials based upon or derived from the Activities in any manner, in any media, for any and all purposes (collectively, the "Materials"), including, by way of example but without limitation, advertising, promoting or publicizing the Association in any and all social media (including, without limitation, on the Internet). I acknowledge that I will not receive any compensation for the use of the Materials, and hereby release the Association from any and all claims whatsoever which arise out of or in connection with such use.

I further agree that anything derived therefrom will be owned solely by the Authorized Parties.

I do not authorize the use of the Materials, or other copies thereof, by anyone other than the Authorized Parties.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Texas and agree that if any portion of this agreement is declared invalid, the remainder will continue in full legal force and effect.

(Signature)

(Printed Name)

(Date)

I am of legal age and am freely signing this agreement. I have read this agreement and understand that by signing this agreement, I am giving up my legal rights and remedies.

(Signature of Parent/Legal Guardian if Person is Under 18) (Printed Name)

(Date)

I am the parent or legal guardian of the person named above. I am of legal age and am freely signing this agreement. I have read this agreement and understand that by signing this agreement, I am giving up my legal rights and remedies.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

3:39:59 PM

Tuesday, January 26, 2021



COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Tuesday, January 26, 2021



COUNTY CLERK
HARRIS COUNTY, TEXAS