

BY LAWS
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**BYLAWS
OF
TOMBALL HILLS CIVIC CLUB, INC.,
A TEXAS NONPROFIT CORPORATION**

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ARTICLE I
Name; Offices

1.1 Name. The name of the corporation is TOMBALL HILLS CIVIC CLUB, INC., a Texas nonprofit corporation (hereinafter referred to as the "**Association**").

1.2 Mailing Address. The mailing address of the Association is 1400 Graham Dr., Ste. B-201, Tomball, TX 77375. The mailing address may be changed from time to time as directed by resolution of the Board of Directors. The Association may also have offices at such other places as the Board of Directors may from time to time designate or as its business may require.

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

ARTICLE II
Definitions

2.1 Incorporation of Definitions. All definitions as set forth in Article II of the "Agreement to Modify, Amend and Restate Restrictive Covenants for Tomball Hills" heretofore filed on August 2, 2012, under Clerk's File No. 20120349463 of the Official Public Records of Real Property of Harris County, Texas, as heretofore or hereafter amended (the "**Restrictions**"), are hereby incorporated by reference herein. In addition to the foregoing and to any other definitions set forth in these Bylaws, the following term has the following meaning:

2.1.1 "**Assessments**" means any and all assessments, regular, special or specific, and all other monetary obligation owed by any Member or Owner to the Association as provided for in, and in accordance with, the Restrictions and any other applicable Governing Documents.

2.1.2 "**Governing Documents**" means these Bylaws, the Restrictions, the Certificate of Formation for Tomball Hills Civic Club, Inc., and any other properly adopted rules and policies of the Association, as amended from time to time.

2.1.3 “**Subdivision**” means the Tomball Hills Subdivision located in Harris County Texas.

2.1.4 “**Community Properties**” means that real property and any improvements thereon owned by the Association, if any.

ARTICLE III

Membership; Voting Rights

3.1 Membership; Voting Rights. As more fully described in the Restrictions, every person who is the Owner of a fee simple title or undivided fee simple title interest applicable to any Lot that is subject to the Restrictions is a Member of the Association, and as such shall have and exercise voting rights as set forth in Article 5 of the Restrictions (as amended) and set forth in these Bylaws. Furthermore, no Owner may be barred from voting on a matter affecting his interest as a Member of the Association solely because there is an enforcement action against the Member or the Member owes the Association delinquent Assessments.

3.2 When Member Required to Designate Representative; Effect. Each Member which is not a natural person is required to designate one natural person to act on such Member's behalf as herein provided. The designation must be by written and dated notice stating (i) the name, contact address and telephone number of the designating entity and of the designated representative, and (ii) the effective date of such designation which effective date may not be earlier than midnight of the date of receipt of the notice by the Association. The Association is not required to recognize any person as being authorized to represent or act on behalf of any Member which is not a natural person until such designation has been received by the Association. A designation as aforesaid fully authorizes the designated representative to bind the designating entity as to all matters, decisions and actions of the designated representative whether or not such authority is expressly stated in the written designation; provided, the Board may require any designated representative to show authority to act in such manner as the Board may reasonably require. Any designated representative may be changed from time to time in the same manner as required for original designation. In the event of conflict between designations, the most currently dated designation will control. Any such representative may serve as a Director as provided in these Bylaws. The Board may by resolution establish additional procedures and requirements as to the designation and authority of representatives not inconsistent with this Section.

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

3.4 Voting Procedures. Voting on any matter brought before the membership must be conducted in accordance with the following:

3.4.1 Voting In Person or by Proxy. At all meetings of Members, voting may be in person or by proxy. Voting by proxy will be deemed voting in person for all purposes. Voting by Absentee Ballot is permitted only as provided by Section 3.4.2.

3.4.2 Voting By Absentee Ballot. Members shall be permitted to vote at any

meeting on any matter by mail, by facsimile transmission, by electronic message, or by any combination of these methods. Voting by any of the aforesaid means is referred to herein as voting by "**Absentee Ballot**". The Board may adopt procedures beyond those set forth below for voting by Absentee Ballot. Voting by Absentee Ballot shall be deemed voting in person for all purposes. To the extent applicable, references in these Bylaws to ballots also includes Absentee Ballots.

(a) A vote by Absentee Ballot 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 Ballot.

(b) A solicitation for votes by Absentee Ballot must include: (1) an Absentee Ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (2) instructions for delivery of the completed Absentee Ballot, including the delivery location; and (3) language substantially similar to the following: "By casting your vote via absentee ballot, you will forgo the opportunity to consider and vote on any action from the floor on these proposals if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these proposals. If you desire to retain the ability to vote on these proposals as amended at a meeting, please attend any meeting concerning these proposals in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any vote made in person at the meeting will prevail.

3.4.3 Form of Proxy or Ballot; Voting Procedures.

(a) All proxies, ballots or Absentee Ballots must be in writing, must be dated, must set forth in legible form the name(s) of the Member(s) giving the proxy unless ascertainable from the signature(s) of the Member(s), and must be signed by the Member(s) giving the proxy, ballot or Absentee Ballot. Subject to subsection (e), each proxy or Absentee Ballot must also set forth in legible form the address(es) of each Lot as to which voting rights are being exercised.

(b) Members may vote only by proxy, ballot or Absentee Ballot (and may not vote by voice or show) as to (i) elections of Directors, (ii) amendment of any Governing Documents, and (iii) any fundamental business transactions as set forth in Chapter 22, Subchapter F of the Texas Business Organizations Code, which include among other things a plan of merger and a plan of exchange. Notwithstanding the foregoing, in an Association-wide election, written and signed ballots are not required for uncontested races.

(c) Proxies and Absentee Ballots must be received by the Association by the date of the meeting to which same pertains prior to call for voting upon any matters at the meeting, or such earlier date certain ("**Receipt Date**") as stated in the notice of the meeting which Receipt Date may not be more than three (3) business days prior to the meeting. That Receipt Date is automatically extended in the case of adjournment of the meeting to which same applies to the last business day prior to the date of the adjourned meeting.

(d) When acting pursuant to a proxy, each proxy holder must sign and date the original proxy or a copy thereof and any ballot cast pursuant thereto.

(e) Any proxy or Absentee Ballot which is not in writing, is not dated, or does not set forth in legible form the name of and bear the signature of the Member(s) giving or casting same as required by subsection (a) above is invalid. The Association may clarify or include the address(es) of each Lot as to which voting rights are being exercised by proxy or ballot based on the name(s) of the Member(s) according to the records of the Association. The validity of any proxy or ballot due to any other defect in form will be determined by the Vote Tabulators (as defined in Section 3.5) whose decisions thereon shall be final.

3.4.4 Revocation of Proxy or Absentee Ballot. All proxies and Absentee Ballots may be revocable except to the extent otherwise expressly provided therein until the call for voting upon the matters to which same pertain; provided, once delivered to the custody of the Association, no proxy or Absentee Ballot may be revoked except in writing, either by printing "revoked" on same and signing and dating such notation, or by separate instrument which specifically identifies the proxy or Absentee Ballot to be revoked and which is dated and signed. However, if an Owner who previously submitted an Absentee Ballot to the Association attends any meeting to vote in person, that Owner's previously submitted Absentee Ballot shall not be counted and the Owner's in-person vote at the meeting shall supercede the Absentee Ballot.

3.4.5 Duration of Proxy Term or Absentee Ballot. A proxy or Absentee Ballot is valid only for the meeting to which same pertains, and to any subsequent adjourned and reconvened meetings thereof, provided the adjourned and reconvened meetings are held within ninety (90) days of the date of the original meeting. In any other case, unless the proxy specifies a shorter or longer period of time, it terminates one (1) year after its date.

3.4.6 Voice or Show Votes. Except as provided in Section 3.4.3(b) or as otherwise required by the Restrictions or law, the Members (or their proxy holders) may vote on any uncontested matters by voice, by rising or by show of hands as the Chairperson of the meeting shall direct.

3.5 Verification and Tabulation of Voting Results.

3.5.1 By Whom Verified. Voice or show voting results as provided in Section 3.4.6 will be verified by the Chairperson of the meeting to which same pertains. Proxy or ballot voting results will be verified, tabulated and maintained by the Board of Directors, or by legal counsel to the Association and/or such other committee of three or more persons as may be designated by the Board of Directors (the "**Vote Tabulators**"). A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except that such a person may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law or these Bylaws.

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

3.5.3 Minimum Period of Retention of Ballots or Proxies. The Association shall maintain proxies and ballots for four (4) years from the date of the meeting or other action to which same pertain after which such ballots and proxies may be destroyed.

3.5.4 Announcement of Voting Results. The membership will be notified of the results of tabulation of any vote (i) verbally at the meeting to which same pertains, or (ii) after the meeting by written notice given to all Members if only a tentative result can be determined at the meeting. In either case, the final results will be made a part of the minutes of the meeting, but a specific count of the voting need not be included in the minutes.

3.5.5 Verification of Ballot or Proxy Votes. When tabulating any voting results at a meeting, the Vote Tabulators may disregard any proxy or ballot the validity of which is reasonably in doubt as determined in the sole opinion of the Vote Tabulators. If after tabulating the results of any vote of the membership disregarding any doubtful ballots or proxies, the results of such tabulation could not be changed even if all such doubtful ballots or proxies were counted as votes against the results otherwise obtained, a final tabulation will be announced at the meeting. If the results of any vote could be changed by counting the doubtful ballots or proxies as aforesaid, a tentative result will be announced at the meeting after which a final tabulation will be made as soon as practicable. When a tentative result has been announced, the Vote Tabulators and/or legal counsel to the Association will make every reasonable effort to finally validate or invalidate all doubtful ballots and proxies. If in the sole opinion of the Vote Tabulators and/or legal counsel to the Association a reasonably certain result cannot be announced due to the number of doubtful ballots and/or proxies, then such vote shall be declared void and the membership will be so notified.

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

3.5.7 NOTICE AND LIMITATIONS PERIOD TO CHALLENGE VOTE. AS A CONDITION PRECEDENT TO ANY SUIT OR OTHER PROCEEDINGS, EXCLUDING A RECOUNT OF VOTES AS PROVIDED FOR IN SECTION 3.6, TO CHALLENGE OR OTHERWISE DISPUTE TABULATION OR VERIFICATION OF ANY VOTE, OR ANY OTHER MATTERS PERTAINING TO THE VALIDITY OF ANY MEETING OF MEMBERS, OR ANY VOTE, OR OTHER ACT OR OMISSION OF THE MEMBERSHIP, WRITTEN NOTICE MUST BE GIVEN TO THE BOARD OF DIRECTORS, AND IF APPLICABLE TO THE ASSOCIATION'S MANAGING AGENT, NOT LATER THAN (I) NINETY-ONE (91) DAYS AFTER THE DATE OF THE APPLICABLE MEETING, OR (II) WHEN APPLICABLE, NINETY-ONE (91) DAYS AFTER THE GIVING OF NOTICE AS TO A TENTATIVE VOTING RESULT ANNOUNCED AT THAT MEETING. THE NOTICE MUST

SET FORTH THE BASIS FOR ANY CHALLENGE OR OTHER DISPUTE WITH SUFFICIENT DETAIL TO PROVIDE FAIR NOTICE AS TO THE BASIS. IN ADDITION, BUT WITHOUT LIMITATION OF THE FOREGOING, ANY SUIT TO CHALLENGE OR OTHERWISE DISPUTE TABULATION OR VERIFICATION OF ANY VOTE OR ANY OTHER MATTERS PERTAINING TO THE VALIDITY OF ANY MEETING OF THE MEMBERS OR ANY VOTE, OR OTHER ACT OR OMISSION, OF THE MEMBERSHIP AT OR PURSUANT TO ANY MEETING OF MEMBERS MUST BE FILED IN HARRIS COUNTY, TEXAS, NOT LATER THAN TWO (2) YEARS PLUS ONE (1) DAY AFTER THE DATE OF THE APPLICABLE MEETING.

3.6 Recount of Votes.

3.6.1 Timing and Form of Recount Request. Any Owner may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (1) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address; or (2) in person to the Association's Secretary or to the address to which absentee and proxy ballots are mailed.

3.6.2 Cost of Recount. The Association shall, at the expense of the Owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this Section. The Association shall enter into a contract for the services of a person who: (a) is not a member of the Association or related to a member of the Association board within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code; and (b) is a current or former county judge, county elections administrator, justice of the peace, or county voter registrar. The foregoing notwithstanding, the Association and the persons requesting the recount may agree upon a person to administer the recount.

3.6.3. Timing and Outcome of Recount. Any recount under Article III of these Bylaws must be performed on or before the 30th day after the date of receipt of a request and payment for a recount in accordance with Article III. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount. The Association shall provide the results of the recount to each Owner who requested the recount. Any action taken by the Board of Directors in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE IV Meetings of Members

4.1 Annual Meetings. Annual Meetings of the Members of the Association will be held on such date and at such time as determined by the Board of Directors. The Association shall deliver notice of the Annual Meeting to the Members not later than ten (10) and not earlier than sixty (60) days prior to the date of each Annual Meeting. At each Annual Meeting, Directors shall be elected for terms as specified in Section 5.3 of these Bylaws.

4.2 Special Meetings. Special meetings of the Members may be called at any time by the President, or by the Board of Directors, or by written petition signed by the Owners of not less than ten percent (10%) of the total membership of the Association. When such petition is presented to the President, or in his absence the Vice President, such officer shall immediately call and give notice of such meeting.

4.3 Notice of Meetings. Written notice of each meeting of the Members will be given to all Owners by, or at the direction of, the Secretary, or the officer or other person calling the meeting, in accordance with Section 7.1 not less than ten (10) nor more than sixty (60) days before the meeting.

4.4 Quorum. The presence at any meeting, in person or by proxy and whether or not in good standing, of Members representing the Owners of not less than ten percent (10%) of all Lots then contained in the Subdivision constitutes a quorum for any action except as otherwise required by law, the Certificate of Formation, the Restrictions or these Bylaws. If a quorum is not present or represented at any meeting, the Chairperson of the meeting has the power to adjourn the meeting from time to time, without any further formality or notice other than announcement at the meeting, until a quorum as aforesaid is present or represented; provided, the adjourned meeting or meetings must be held within ninety (90) days of the date of the original meeting. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally called. The Members present at a duly organized meeting, in person or by proxy, may continue to transact business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum.

4.5 Majority Vote. The vote, in person or by proxy, of a majority of the votes entitled to be cast at a meeting at which at least a quorum is present or represented is the act of the Members' meeting except as otherwise provided or required by law, the Certificate of Formation, the Restrictions, or these Bylaws. Any such act of a Member's meeting is binding upon all Members and Owners.

ARTICLE V Board of Directors

5.1 Composition.

5.1.1 General. The affairs of the Association will be managed by a Board of nine (9) Directors (“**Board**” or “**Board of Directors**”). The number of Directors may be increased or decreased from time to time by amendment of these Bylaws. Unless otherwise expressly required by law or other applicable provision of the Governing Documents, the Board of Directors may exercise and will have all rights, powers, authority and responsibilities of the Association, including but not by way of limitation the authority to (a) determine policy, (b) outline, plan, and carry into action all business, activities, and policy, (c) to enter into and execute all necessary agreements and instruments incidental thereto in the name of the Association, (d) institute, as well as settle or compromise, any necessary legal proceedings to carry into effect the purposes and policies of the Association, (e) enforce or prevent violations of

the covenants or restrictions applicable to the Subdivision, and (f) employ legal counsel in connection with any of the foregoing.

5.2 Qualifications. All persons seeking election as a Director and who serve as a Director are subject to the following:

5.2.1 Membership. All Directors must be Members of the Association. A designated representative appointed as provided in Section 3.2 may hold a directorship.

5.2.2 Disqualification. If the Board of Directors is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Director has been convicted of a felony or crime involving moral turpitude, the Director is immediately ineligible to serve on the Board of Directors, and prohibited from future service on the Board of Directors.

5.2.3 Designated Representatives. The representative of a Member designated as provided in Section 3.2 may be appointed or elected to a directorship provided that notice of the designation is received by the Association at least ten (10) days prior to the annual or other meeting at which such representative may stand for election or appointment. A designated representative serving as a Director may be replaced by the appointing entity upon not less than ten (10) days written and dated notice and compliance with such other requirements as the Board may from time to time determine.

5.3 Directorship Positions; Term of Office. Directors will be appointed or elected to one of nine (9) Directorship Positions for a term of one (1) year or until his successor is elected and qualified. Any Director may succeed himself if reelected.

5.4 Nomination; Election; Cumulative Voting Prohibited. Before each annual meeting of Members, the Board of Directors shall make reasonable efforts to obtain at least as many nominees for election to the Board as will be required to fill all Directorship Positions to be elected at the ensuing annual meeting. All such nominees must be listed in or included with the notice of each annual meeting. Nominations may also be made from the floor at each annual meeting, but only by Members in good standing. "**Good Standing**" means that the Member is current on the payment of any assessments payable to the Association and has no other unresolved violation of the Governing Documents. Election to the Board of Directors must be by ballot (including Absentee Ballot) or proxy. At each election the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. Cumulative voting is not permitted.

5.5 Vacancies on Board of Directors.

5.5.1 Resignation, Death, or Incapacity. In the case of resignation, death, or incapacity to serve of any Director, the vacancy shall be filled by the affirmative vote of a majority of the remaining Directors then in office, though less than a quorum of the entire Board, and any Directors so elected will hold office for the full remaining term of the Directorship

Position to which elected and until their successors are elected and have qualified.

5.5.2 Removal. Any Director may be removed, either for or without cause, at any special meeting of Members by affirmative vote of two-thirds of the votes entitled to be cast at the meeting, in person or by proxy. The notice calling such meeting must give notice of the intention to act upon such matter. If the notice so provides, the vacancy caused by the removal may be filled at such meeting by a majority vote of the Members voting in person or by proxy. For cause, a Director may be removed at any special meeting of Directors by the affirmative vote of a majority of the remaining Directors. Without regard to the foregoing, any Director who is absent from three consecutive meetings of the Board or who is absent from three meetings of the Board during any one year may be removed by the affirmative vote of a majority of the remaining Directors. Unless otherwise provided in the notice of a meeting to remove a Director, vacancies caused by removal will be filled as provided in Section 5.5.1.

5.6 Compensation. No Director may receive compensation for any services rendered to the Association in his or her capacity as a Director; provided, however, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties; and provided further, any Director may serve the Association in any other capacity as an agent or employee or otherwise and receive compensation therefore.

5.7 Powers and Duties of the Board of Directors. The Board of Directors shall exercise for the Association all powers, duties and authority vested in or delegated to this Association and not expressly reserved to the membership by other provisions of these Bylaws, the Certificate of Formation, or the Restrictions. It shall also be the duty of the 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 each annual meeting of the Members;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) to fix the amount of assessments, and to take such actions as it deems appropriate to collect all assessments due to the Association and to enforce the liens given to secure payment thereof, all as more particularly described in the Restrictions;
- (d) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association, including insurance coverage required by the Restrictions;
- (e) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (f) in general, to manage the affairs of the Association in accordance with, and to enforce the provisions of, all Governing Documents.

5.8 Settlement of Claims. Without limitation of Section 5.7 regarding powers of the Board, the Board of Directors is specifically authorized to compromise and settle any and all claims, demands, liabilities and causes of action whatsoever held by or asserted against the Association upon such terms and conditions as the Board may determine, and the decisions of the Board as to any of the foregoing is final and conclusive.

ARTICLE VI Meetings of Directors

6.1 Annual Organizational Meeting. Within thirty (30) days after each annual meeting of Members, the Board of Directors shall hold an annual organizational meeting for the purposes of (i) electing all officers of the Association, and (ii) the transaction of such other business as may be properly brought before it.

6.2 Regular Meetings. Regular meetings of the Board of Directors will be held when called by the President of the Association or by any three (3) Directors.

6.3 Special Meetings. Special meetings of the Board of Directors will be held when called by the President of the Association or by any three (3) Directors.

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

6.5 Notice of Meetings. Oral or written notice of annual organizational meetings, regular, or special meetings of the Board of Directors must be given to all Directors in not less than seventy-two (72) hours before the meeting if by electronic message or personal delivery, or not less than ten (10) and not more than sixty (60) days prior to the meeting if the notice is sent by mail.

6.6 Open Meetings. Except as provided in Section 6.7 and Section 6.9 of these Bylaws, all meetings of the Board of Directors are open to all Members of the Association; provided, no Member who is not on the Board may participate in any deliberation or discussion: (i) unless such Member has filed a written request with any Director to be placed on the meeting agenda at least forty-eight (48) hours prior to the meeting stating in such request the purpose or purposes of his or her attendance, and in such case the requesting Member's participation is limited to the stated purpose(s); or (ii) except to the extent such Member is expressly authorized to participate by vote of the Board. Written notice of all meetings of the Board of Directors shall be given to all Owners in accordance with Section 7.1 not less than seventy-two (72) hours prior to the start time of the meeting if the notice is by Public Notice, or not later than ten (10) days and not earlier than (60) days prior to the date of the meeting if the notice is by any other means.

6.7 Executive Sessions. The Board of Directors may adjourn a meeting and reconvene in closed executive session to review and consider any actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of

privacy of individual Owners, matters that are to remain confidential by request of the affected parties and agreement of the Board, and any communications or documents not subject to inspection of Members and any other business of a confidential nature as set forth in Article X of these Bylaws. The general nature of any business to be considered in executive session must first be announced in open session. Following an executive session, any decision made therein must be summarized orally, and in general terms, and placed in the minutes without breaching the privacy of individual Owners, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. Such oral summary must also include a general explanation of expenditures approved in the executive session.

6.8 Proxies. A Director may vote in person or by proxy executed in writing by the Director. All Director proxies must be in writing, must bear the signature of the Director giving the proxy, and must specify the date on which the proxy was executed. No Director proxy is valid after ninety (90) days from the date of the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

6.9 Administrative or Emergency Meetings. The Board of Directors may meet by any method of communication, including electronic and telephonic, without prior notice to Owners under Section 6.6, if each Director may hear and be heard by every other Director, or the Board of Directors may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting of the Board of Directors, and documented in the minutes of the next regular or special meeting of the Board of Directors. The Board of Directors may not, without prior notice, consider or vote on: (1) fines; (2) damage assessments; (3) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (4) increasing Assessments; (5) levying special Assessments; (6) appeals from denial of architectural control approval; or (7) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Board of Directors to present the Owner's Position, including any defense, on the issue.

ARTICLE VII

Location, Time, Notice, Procedure and Alternative Forms of Meetings;

Action Without Meeting; Committees

7.1 Location, Time and Notice.

7.1.1 Location and Time of Meetings. Each meeting of Members, Directors or committees shall be held at such location within Harris County, Texas, and at such time as determined by the Board of Directors, or by the Director(s), officer(s), Member(s) or committee member(s) calling the meeting in accordance with these Bylaws.

7.1.2 Notice of Meetings. Notice of each meeting of Owners, Directors or committee members may be given orally when expressly permitted herein and otherwise shall be given by mail, by facsimile transmission, by electronic message, by conspicuous public posting in a location designated by the Board of Directors, including but not limited to an Association bulletin board or website (“**Public Notice**”), or by any combination of these methods. Each such notice shall state the date and time of the meeting, and: (i) if the meeting is not held solely by using a conference telephone or other communications system as authorized by Section 7.2, the location of the meeting; and (ii) if the meeting is held solely or in part by using a conference telephone or other communications system authorized by Section 7.2, the form of communications system to be used for the meeting and the means of accessing the communications systems. Notice of a meeting that is mailed is considered to be delivered on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the ownership or membership records of the Association. Notice that is transmitted by facsimile or electronic message is considered to be delivered when the facsimile or electronic message is successfully transmitted. The purpose(s) of the meeting is not required to be stated in the notice of the meeting except in the case of a special meeting or a meeting to consider any fundamental business transaction as set forth in Chapter 22, Subchapter F of the Texas Business Organizations Code.

7.1.3 Waiver of Notice. Notice of any meeting may be waived if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before, at or after the time of the meeting. If a person entitled to notice of a meeting participates in or attends the meeting, the person's participation or attendance constitutes a waiver of notice of the meeting unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

7.2 Meeting Procedure. Standard Parliamentary Procedure shall be employed in conducting all meetings of the Association or Directors, if such procedure is not otherwise in conflict with these Bylaws. The following shall be the presentation of business:

- (a) Registration of all Members in attendance;
- (b) Roll call of Officers and Directors at meetings of the Board of Directors;
- (c) Reading of minutes of preceding meeting;
- (d) Introduction of visitors;
- (e) Reports of committees;

- (f) Old business;
- (g) New business; and
- (h) General discussion for good and welfare of the Association.

7.3 Remote Communications Technology Meetings.

7.3.1 Directors, Members or committee members may participate in and hold any of their respective meetings by using a conference telephone or similar communications equipment, or by another remote electronic communications system, including videoconferencing technology or the Internet, only if **(i)** each person entitled to participate in the meeting consents to the meeting being held by means of that system, and **(ii)** 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 other participant. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

7.3.2 If voting is to take place at any meeting conducted pursuant to Section 7.3, the Association must **(i)** implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and **(ii)** keep a record of any vote or other action taken.

7.4 Action Without Meeting.

7.4.1 Unanimous Written Consent. Directors, Members or committee members may take action without holding a meeting, providing notice, or taking a vote if each person entitled to vote on the action signs a written consent or consents stating the action taken. Any such written consent has the same effect as a unanimous vote at a meeting.

7.4.2 Less Than Unanimous Written Consent.

(a) In accordance with the Association's Certificate of Formation and Sections 6.202 and 22.220 of the Texas Business Organizations Code, Directors, Members or committee members may take action without holding a meeting, providing notice, or taking a vote if a written consent, stating the action to be taken, is signed by the number of Directors, Members or committee members necessary to take that action at a meeting at which all of the Directors, Members, or committee members are present and voting. The consent must state the date of each Director's, Member's or committee member's signature.

(b) A written consent signed by less than all of the Directors, Members or committee members is not effective to take the action that is the subject of the consent unless, not later than the sixtieth (60th) day after date of the earliest dated consent delivered to the Association in the manner required by subsection (c) of this Section, a consent or consents signed by the required number of Directors, Members or committee members are delivered to the Association in the manner required by said subsection (c).

(c) Any written consent signed pursuant to this Section 7.4.2 must be promptly delivered by hand or by certified or registered mail to the Association at the Association's registered office or principal place of business, or to the offices of the Association's Managing Agent, if any. A consent delivered to the Association's principal place of business must be addressed to the President of the Association. A consent delivered to the Association's Managing Agent must be addressed to the Association, care of the Managing Agent, at the address of the Managing Agent.

(d) The Association shall promptly notify each Owner, Director or committee member who did not sign a consent described by subsection (a) of this Section of the action that is the subject of the consent.

(e) A consent under this Section may be executed in multiple counterparts, each of which shall be deemed an original.

7.5 Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, from time to time appoint, organize, re-organize and abolish such committees as it shall deem desirable. Each committee may adopt rules for its own governance which are not inconsistent with these Bylaws or with rules adopted by the Board of Directors. The foregoing does not apply to the Architectural Control Committee as to which all applicable provisions of the Restrictions shall apply and control.

ARTICLE VIII Officers and Chairpersons

8.1 Enumeration of Offices.

8.1.1 General. The officers of this Association are a President, a Vice-President, a Secretary, and a Treasurer, each of whom must be a member of the Board of Directors, and such other officers as the Board may from time to time by resolution create. The same person may not simultaneously hold the offices of President and Secretary. Any two or more offices may otherwise be held by the same person.

8.2 Election; Term. The officers of this Association will be elected annually by the Board at its annual organizational meeting, and each will hold office for one (1) year and until his or her successor is elected and qualified unless he or she shall sooner resign, or be removed, or otherwise become disqualified to serve.

8.3 Resignation and Removal. Any officer may be removed from office at any time and with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors or any member thereof, or to the President. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation by the Board of Directors will not be necessary to make it effective.

8.4 Vacancies. Except as provided in Section 8.1.2, a vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy will serve for the remainder of the term of the officer he or she replaces.

8.5 Chairpersons for Member and Board Meetings. The President of the Association shall act as the chairperson of all meetings of the Members and all meetings of the Board of Directors. In the President's absence, or if the President is unable or unwilling to act, then the chairperson will be, in the following order if any of the following officers are absent or unable or unwilling to act, the Vice President, the Treasurer, or the Secretary. In lieu of the foregoing, the

Board may designate the Managing Agent (or any employee of the Managing Agent) or any other person to act as chairperson.

8.6 Duties of Officers and Chairpersons.

8.6.1 President. The President shall preside as chairperson at all meetings of the Board of Directors and of the Members of the Association (except as otherwise provided in Section 8.5); shall enforce these Bylaws; shall be an ex-officio member of all committees created by the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign as President all leases, mortgages, deeds and other written instruments and shall co-sign with any other officer all checks and promissory notes which have been first approved by the Board of Directors unless the Board has authorized the signature(s) by lesser officers; and, subject to advice of the Board of Directors, has general supervision, direction, and control of the affairs of the Association; and shall discharge such other duties as may be required by the Board of Directors.

8.6.2 Vice-President. 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 exercise and discharge such other duties as may be required of him or her by the President or the Board of Directors.

8.6.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; give notice of meetings of the Board of Directors and of the Members; shall receive and process all communications and conduct correspondence on behalf of the Association; shall distribute all reports to Members and the Board of Directors; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

8.6.4 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board of Directors; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association, and report on and make the same available for inspection by Members of the Association at meetings of the Members or as otherwise required by the Board, these Bylaws, the Restrictions, or otherwise under the laws of the State of Texas. Joint signatures of the Treasurer and either the President or Vice-President shall be required for the disbursement of funds from any of the Association's bank accounts.

8.6.5 Other Officers. Such other officers as the Board of Directors may from time to time create will have such duties as directed or required by the Board for such duration as determined by the Board.

8.6.6 Chairpersons. Chairpersons shall establish agendas for meetings, call to order and preside over meetings, verify quorums, call for and conduct voting and verify results thereof, resolve procedural disputes, decide who is entitled to the floor and limit the duration thereof as to any one person, establish limits on the period of time to be allowed for discussion of any given issue, motion or other matters, and in general shall supervise the orderly conduct of meetings and obtaining of correct expressions of the decisions made thereat. The chairperson's determinations as to any of the foregoing matters are final so long as made in good faith.

ARTICLE IX

Limitation of Liability; Indemnification

9.1 Definitions. In this Section 9.1:

9.1.1 "**Association Representative(s)**" means each current or former Director, governing person, officer, delegate, employee and agent of the Association, as such terms are defined in the Texas Business Organizations Code.

9.1.2 "**Claims**" means all losses, costs, liabilities, damages, and expenses (including all "expenses" as that term is defined in Section 8.001 of the Texas Business Organizations Code) incurred in connection with a Proceeding (including court costs, and fees and disbursements of counsel).

9.1.3 "**Proceeding**" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

9.2. Limitation of Liability. To the fullest extent allowed by the Texas Business Organizations Code, including Chapters 7 and 8 and Sections 22.221 and 22.235 thereof, an Association Representative is not liable to the Association, to any Owner or Member of the Association, or to any other person for any act or omission by the Association Representative in the person's capacity as an Association Representative unless the person's conduct was not exercised in good faith, with ordinary care, and in a manner the Association Representative reasonably believes to be in the best interests of the Association.

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9.3 Indemnification. To the fullest extent allowed by the Texas Business Organizations Code, including Chapter 8 thereof, the Association shall indemnify, defend, and hold harmless, each Association Representative from and against all claims they may incur as a result of having been, being, or threatened to be made a named defendant or respondent in a Proceeding because they are or were an Association Representative, INCLUDING, IN EACH CASE, FOR CLAIMS BASED ON OR ARISING FROM SUCH PERSON'S SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE, but excluding any such items incurred as a result of any act or omission for which the Association Representative is liable under the preceding Section 9.02. The Association shall in like manner indemnify, defend and hold harmless each Association Representative from and against all claims such persons may incur as a result of appearing as a witness or other participant in a Proceeding that involves the affairs of the Association, or as a result of having performed or performing services for the Association. The rights of an Association Representative under this Section include the right to be paid or reimbursed by the Association for reasonable expenses incurred in defending any Proceeding in advance of its final disposition within a reasonable time after a written claim has been submitted to and received by the Association. The provisions of this Section 9.03 constitute a determination that indemnification should be paid and a contract to indemnify exists as contemplated by Sections 8.103(c) and 8.151(d)(2) of the Texas Business Organizations Code. The determinations otherwise required by Section 8.101 of the Texas Business Organizations Code must be made as provided in Section 8.103 thereof.

9.4 Liability Arising From Conduct of Owners. Each Owner, and each Owner's tenants, shall indemnify and keep indemnified, and hold harmless, the Association and all Association Representatives from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments and any and all other legal actions or proceedings whatsoever caused or arising, directly or indirectly, through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family member, guests, invitees, servants, agents or employees of either.

9.5 Additional and/or Subsequent Authority. To the fullest extent otherwise provided in the other Governing Documents, or in the Texas Business Organizations Code, Chapter 84 of the Texas Civil Practice and Remedies Code, or any other applicable statute, and to the fullest extent any Governing Documents or statutes may be enacted, construed or amended subsequently to the filing of the Association's Certificate of Formation to provide for further elimination or limitation of liability or further authorization of indemnification than as authorized, permitted or required by this Article IX, then such liability shall be eliminated or limited and such right to indemnification shall be expanded to the full extent permitted by such other Governing Documents and/or statutes, and any enactment, construction or amendment thereof.

9.6 Report to Members. So long as required by the Texas Business Organizations Code, any indemnification of or advance of expenses to an Association Representative must be reported in writing to all Owners upon the earlier to occur of (i) with or before the notice or waiver of notice of the next meeting of Members, or (ii) with or before the next submission to Members of a consent to action without a meeting, or (iii) within twelve (12) months after the date of the indemnification or advance.

9.7 No Impairment. Any repeal or modification of this Article IX by the Members of the Association or otherwise shall not adversely affect any right or protection existing at the time of such repeal or modification.

ARTICLE X Books and Records

10.1 General Right of Inspection. Subject to the provisions of Sections 10.2, 10.3 and 10.4 of these Bylaws, every Member of the Association, on written demand stating the purpose of the demand, shall have the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the Member. Any such examination must be conducted at the office of the Association or at such other place in Harris County, Texas, as the Board of Directors may prescribe. No Member may remove any books and records from the possession of the Association for any reason.

10.2 Exclusions. Notwithstanding Section 10.1, no Member or Member representative is entitled to examine any documents regarding, and the Association has a privilege to refuse to disclose any confidential communications regarding (i) any confidential communications by and between past or current legal counsel to the Association and the Board of Directors of the Association, or any officer, agent, employee, representative or committee of either, (ii) Member communications regarding alleged violation of any Governing Documents, (iii) any confidential communications as determined by the Board of Directors in accordance with Section 10.3 or as otherwise provided in the Restrictions, (iv) any communications privileged under the Texas Rules of Civil or Criminal Procedure, the Texas Rules of Civil or Criminal Evidence, and any other applicable statute or law of the State of Texas or United States of America, and (v) any communication or documents relating to executive sessions of the Board of Directors as provided in Section 6.7.

10.3 Confidential Communications. By vote of two-thirds of all Directors then in office, the Board of Directors is entitled to designate such books, records and communications confidential as the Board deems in its sole opinion the best interests of the Association require be kept confidential, including without limitation confidentiality deemed necessary for the

protection of the privacy rights of individual Members, consideration of competitive bids until a final bid is accepted, and matters where any conflict of interest exists between a Member and the Association and disclosure would detrimentally effect the interests of the Association.

10.4 Rules for Inspection. The Board of Directors shall establish reasonable rules for inspection of any books and records of the Association with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when inspections may be made; and (iii) payment of reasonable duplication, administrative and other costs of inspection, the payment of which shall be a condition precedent to the duty of the Association to incur the cost or the right of any Member to obtain copies of any books and records.

ARTICLE XI Enforcement Actions

11.1 Notice Required Before Enforcement Action. Before the Association may charge an Owner for property damage, levy a fine against an Owner for violation of the Governing Documents, or file suit against an Owner to collect Assessments, the Association must give written notice to the Owner, by certified mail, return receipt requested.

11.2 Mandatory Contents of Notice. The notice required under Section 11.1 must describe the violation or property damage that is the basis for the action, charge, or fine and state any amount due the Association from the Owner. The notice must also inform the Owner that (A) the Owner is entitled to a reasonable period to cure the violation and avoid the fine or charge unless the Owner was given notice of a similar violation within the preceding six (6) months; (B) the Owner may request a hearing regarding the violation on or before the thirtieth (30th) day after the date the Owner receives the notice; and (C) the Owner may have special rights or relief related to the enforcement action by the Association under federal law, including the Service Members Civil Relief Act if the Owner is serving on active military duty. The Board of Directors may include further information in the notice as it deems necessary.

11.3 Hearing Before Enforcement Action. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board of Directors or before the Board of Directors itself if the board does not appoint a committee. If a hearing is to be held before a committee, the notice prescribed by Section 11.2 must state that the Owner has the right to appeal the committee's decision to the Board of Directors by written notice to the Board or Directors. The Association shall hold a hearing under this Section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement,

and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. The notice and hearing provisions of this Section do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief. If a suit is filed relating to a matter to which those Article XI applies, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 11.2 do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the Subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Section. An Owner or Association may use alternative dispute resolution services.

11.4 Attorney's Fees. The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing the Governing Documents or rules of the Association only if the Owner is provided a written notice that Attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. An Owner is not liable for attorney's fees incurred by the Association relating to a matter described by the notice under Section 11.2 if the attorney's fees are incurred before the conclusion of the hearing under Section 11.3 or, if the Owner does not request a hearing under Section 11.3, before the date by which the Owner must request a hearing. The Owner's presence is not required to hold a hearing under Section 11.3. All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its managing agent. On written request from the Owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs. The notice provisions of Article XI do not apply to a counterclaim of the Association in a lawsuit brought against the Association by an Owner.

11.5 Optional Additional Notices. The Association may provide Owners such additional notices regarding charges, fines or other violations as deemed appropriate by the Board of Directors ("Additional Notices") before or after delivery of the notice required under Section 11.1. Such Additional Notices may be written or oral and may be delivered to the Owner by any means chosen by the Board of Directors. Any Additional Notices are provided merely as a courtesy to the Owner and will not be effective for purposes of establishing the notice requirements for an enforcement action under Section 209.006 of the Texas Property Code.

ARTICLE XII
Late Charge for Delinquent Assessments

12.1 Late Charge. The Association shall impose a late charge upon Owners for Assessments that are unpaid as of March 1st of each year. Such late charge shall be thirty-five dollars (\$35.00) or any other reasonable amount established by the Board of Directors from time to time. The late charge shall be in addition to interest, costs, or attorney's fees provided for in the Restrictions.

ARTICLE XIII
Amendment.

13.1 Amendment By Association. The Association, by vote of fifty-one percent (51%) of the Members, in person or by proxy, of the votes entitled to be cast at a meeting at which at least a quorum is present or represented, may amend, modify or repeal these Bylaws at any meeting of Members.

13.2 Notice for Amendment by Owners. The notice for any meeting of the Members at which any amendment or other modification or repeal of these Bylaws is to be considered must state such purpose, and must contain or be accompanied by a true and correct copy of the proposed amendment(s). Such notice must be delivered to the Members in accordance with Section 7.1 not less than ten (10) nor more than sixty (60) days before the meeting.

ARTICLE XIV
Miscellaneous

14.1 Notices. Unless otherwise expressly provided herein, all notices or other communications permitted or required under these Bylaws must be in writing and may be given in any manner permitted by, and are deemed delivered as provided in, either the Restrictions or Section 7.1.2 of these Bylaws. All notices shall be delivered to the last known mailing address, facsimile number or electronic message address, as applicable, as same appears on the ownership or membership records of the Association. Notice of (i) change of mailing address, facsimile number or electronic message address of a current Member, or (ii) change of ownership, or leasing or other change of occupancy must be given to the Association within ten (10) days after the change. Refusal to accept delivery of any notice shall be deemed actual notice and actual knowledge of the materials refused.

14.2 Conflicts. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; and in the case of any conflict between the Restrictions and these Bylaws or the Certificate of Formation, the Restrictions shall control.

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

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

14.5 Power of Attorney. A person may execute any instrument related to the Association by means of a written power of attorney if an executed copy of the power of attorney is filed with the Association to be kept with the corporate records. Any such power of attorney may be revoked only by expiration of a stated term expressly set forth in the power of attorney or by filing of a written revocation with the Association, and the Association is not required to determine or comply with any other conditions for termination.

14.6 Applicability of Bylaws. All present or future Members and Owners, tenants thereof, and their respective officers, agents, employees, guests or invitees, or any other person occupying or residing within or upon the Subdivision or any Lot or utilizing any Community Properties in any manner, are subject to these Bylaws. The mere acquisition, occupancy, use or rental of any Lot or utilization of any Community Properties constitutes acceptance and ratification of these Bylaws, and agreement to strictly comply therewith.

14.7 Waiver of Interest in Corporation Property. All real and personal property, including all Community Properties and all improvements located thereon, acquired by the Association will be owned by the Association. A Member has no interest in specific property of the Association. Each Member hereby expressly waives the right to require partition of all or part of any and all such property.

14.8 Fiscal Year. The fiscal year of the Association may be established from time to time by the Board of Directors absent which same shall begin on the first (1st) day of January and end on the thirty-first day of December of each year.

14.9 Effective Date. These Bylaws are effective from and after the date of recording in the Real Property Records of Harris County.

[Remainder of page intentionally left blank. Certification appears on following page.]

CERTIFICATION BY SECRETARY

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing "Bylaws Of Tomball Hills Civic Club, Inc., a Texas Nonprofit Corporation" is a complete, true and correct statement of the Bylaws of the Association as duly adopted by unanimous written consent of the Board of Directors of the Association dated October 29, 2012, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 31 day of October, 2012.

TOMBALL HILLS CIVIC CLUB, INC.,
a Texas nonprofit corporation

By: [Signature], Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 31st day of October, 2012 personally appeared DEBORAH J. PURSELL, Secretary of Tomball Hills Civic Club, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

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

My commission expires October 03, 2015
[Seal]



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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees 112.00

RECORDERS MEMORANDUM

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

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS