

AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION
(PURSUANT TO TEXAS PROPERTY CODE, SECTION 202.006)

PROPERTY OWNERS' ASSOCIATION:

WESTGROVE COURT COMMUNITY ASSOCIATION, INC.

PROPERTY DESCRIPTION:

WESTGROVE COURT, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 27, Page 75, Map Records of Harris County, Texas, SAVE, EXCEPT AND EXCLUDING, Lots One (1), Two (2), Seventeen (17) and Eighteen (18), in Block One (1), and Lots One (1), Two (2) and Twenty-Four (24), in Block Two (2).

The undersigned affiant on oath swears that the following statements are true:

1. Affiant is over the age of eighteen, of sound mind and fully competent to make this affidavit. Affiant is the President of the above designated property owners' association, and as such is duly authorized to make this affidavit. Affiant has personal knowledge of the facts stated herein which are all true and correct.

2. Attached hereto are the exhibits which contain the originals or exact duplicates of the originals of each of the instruments listed below. Each instrument has been duly adopted pursuant to the Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easement for Westgrove Court heretofore filed under Clerk's File No. RP-2019-86181, Official Public Records of Real Property of Harris County, Texas, as amended, and each of the instruments are hereby ratified and confirmed for and on behalf of and as applicable to the above designated property owners' association and property. The Exhibits and instruments as aforesaid are as follows:

- A. Certificates of Filing and Formation
- B. Bylaws

DATED: September 3, 2019

WESTGROVE COURT COMMUNITY ASSOCIATION,
INC., a Texas nonprofit corporation

By: 
Arthur W. Epley, III, President

ACKNOWLEDGMENT

STATE OF TEXAS

§

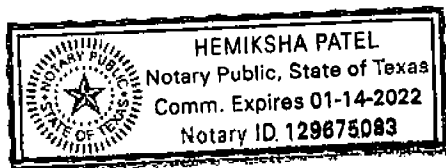
COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on the 3rd day of September, 2019, by Arthur W. Epley, III, as the President of WESTGROVE COURT COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of the corporation.

[SEAL]



H Patel

Notary Public, State of Texas

Printed Name: HEMIKSHA. PATEL

After Recording, Please Return To:

Mr. Lou W. Burton
WILSON, CRIBBS & GOREN, P.C.
2500 Fannin Street
Houston, Texas 77002

g:\\$burton clients\8972\corp (001)\cm\poe aff by poe-corp.docx

RP-2019-392365

EXHIBIT "A"
(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION)

**WESTGROVE COURT
COMMUNITY ASSOCIATION, INC.**

CERTIFICATES OF FILING AND FORMATION

RP-2019-392365



Office of the Secretary of State

CERTIFICATE OF FILING OF

WESTGROVE COURT COMMUNITY ASSOCIATION, INC.

File Number: 802168936

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/04/2015

Effective: 03/04/2015



A handwritten signature in cursive script that reads "Coby Shorter III".

Coby Shorter, III
Deputy Secretary of State

MAR 04 2015

CERTIFICATE OF FORMATION
OF
WESTGROVE COURT COMMUNITY ASSOCIATION, INC.

Corporations Section

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas and United States and acting as the organizer of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I
Corporate Name

The name of the corporation is WESTGROVE COURT COMMUNITY ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

ARTICLE II
Legal Status

The Association is a nonprofit corporation organized pursuant to the Texas Business Organizations Code, including Chapters 20 and 22 thereof.

ARTICLE III
Duration

The period of duration of the Association is perpetual.

ARTICLE IV
Purposes

The purposes for which the Association is organized and the powers of the Association which will be incident thereto are specifically and primarily to provide an organization consisting of the Owners of Lots within the Westgrove Court subdivision, a residential subdivision located within Harris County, Texas (the "Subdivision"), as more particularly described in that certain instrument entitled "Declaration of Covenants, Conditions, Restrictions and Easements for the Westgrove Court" to be filed of record in the Official Public Records of Real Property of Harris County, Texas, as the same may be from time to time amended (the "Declaration"), and in accordance with the Declaration to provide for the management, maintenance, preservation, operation and architectural control of the Subdivision and any additions thereto as may hereafter be brought within the jurisdiction of the Association, including without limitation for such purposes and with respect to the said powers as follows:

A. to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Certificate of Formation, and in the Declaration, Bylaws, Rules and Regulations, Architectural Guidelines, all written policies, decisions and resolutions of the Association's Board of Directors and Architectural Control Committee, and amendments to any of the foregoing (all such instruments sometimes herein referred to as the "Governing Documents");

B. to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and other Governing Documents, and to pay all expenses in connection with such charges or assessments and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

RP-2019-392365

C. to regulate and control the use, maintenance, repair, replacement, modification and appearance of the Subdivision, including, without limitation, the construction, reconstruction or alteration of any building or other improvement to be erected, maintained or altered upon any Lot, tract, parcel, site or reserve within the Subdivision which is subject to the jurisdiction of the Association;

D. to cause to be enforced the restrictions, covenants, conditions and easements imposed upon all or any part of the Subdivision by the Declaration and other Governing Documents;

E. to acquire (by gift, deed, lease or otherwise), own, hold, improve, operate, maintain, lease for any Association purposes, sell, convey, dedicate for public use and otherwise deal in, dispose of and/or alienate any interest in any real or personal property, including all "Community Properties" as that term is defined in the Declaration, as the Board of Directors may deem necessary or appropriate to the Association's purposes, including, without limitation, as provided in the Declaration and other Governing Documents;

F. to borrow money, and to mortgage, pledge, deed in trust or otherwise encumber, alienate or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred to conduct the lawful affairs of the Association;

G. to act in the capacity of principal, agent, joint venturer, partner, or otherwise as the Board of Directors may deem necessary or appropriate to its purposes, including as provided in the Declaration and other Governing Documents;

H. to institute or defend any litigation in the corporate name with respect to the Association or any Association property, at the Association's expense, and 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 of Directors may determine, the decisions of the Board of Directors as to any of the foregoing to be final and conclusive; and

I. to have and exercise any and all powers, rights and privileges which a corporation organized and existing under the Texas Non-Profit Corporation Law may by law now or hereafter have and exercise, including any and all powers, rights and privileges now or hereafter granted or permitted by the Texas Business Organizations code, or by the Declaration or other Governing Documents.

The enumeration of purposes and powers in this Certificate of Formation are to be broadly construed as independent purposes and powers, and does not limit the Association's general or implied purposes or powers, or any additional purposes or powers provided by the Governing Documents or by law.

ARTICLE V Initial Registered Office and Agent

The street address of the initial registered office of the Association is 1101-02 Uptown Park Blvd., Houston, Texas 77056, and the name of its initial registered agent at such address is JAMES THOMAS DORSEY, SR.

ARTICLE VI
Board of Directors

A. Management by Board of Directors. Subject to the Declaration and except as otherwise provided therein, the management of the Association is vested in its Board of Directors, and in such committees of the Board as the Board may, from time to time, establish. The Declaration and Bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors except as otherwise expressly provided in this Certificate of Formation.

B. Initial Directors. The number of Directors constituting the initial Board of Directors of the Association is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

<u>Name</u>	<u>Address</u>
James Thomas Dorsey, Sr.	1101-02 Uptown Park Blvd. Houston, Texas 77056
Melisa Herring	1101-02 Uptown Park Blvd. Houston, Texas 77056
Arthur W. Epley	1101-02 Uptown Park Blvd. Houston, Texas 77056

C. Subsequent Directors. The initial Directors as above provided will serve as Directors until their successors are elected and have qualified as provided in the Declaration and the Association's Bylaws.

D. Number of Directors. The number of Directors will be fixed by, or in the manner provided in, the Declaration and the Association's Bylaws; provided, the number of Directors may not be less than three (3). A decrease in the number of Directors as provided in the Bylaws may not have the effect of shortening the term of any incumbent Director.

ARTICLE VII
Organizer

The name and street address of the organizer is:

<u>Name</u>	<u>Address</u>
James Thomas Dorsey, Sr.	1101-02 Uptown Park Blvd. Houston, Texas 77056

ARTICLE VIII
Membership: Voting Rights

A. Membership. Every Person who is the "Owner" (as that term is defined in the Declaration) of a fee simple title or undivided fee simple title interest in any Lot that is subject to the Declaration will be deemed to have a membership in the Association. The foregoing does not include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate any Owner's membership. No Owner, whether one or more Persons,

may have more than one membership per Lot. Membership is appurtenant to and may not be separated from ownership of any Lot, and will automatically pass with the title to the Lot.

B. Voting Rights. Voting rights of the members of the Association must be determined as set forth in the Declaration, the Association's Bylaws or other applicable Governing Documents.

C. Multiple Owners. When more than one Person holds an ownership interest in a Lot, all such Persons will be members of the Association, but the voting rights of all such joint Owners must be exercised and will be controlled as provided in the Declaration.

D. Cumulative, Fractional and Split Voting Prohibited. Neither cumulative voting nor fractional or split voting will be permitted as to any matter placed before the membership for a vote, including as to election of Directors.

ARTICLE IX Action Without Meeting

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing setting forth the action taken is signed by the number of members having the total number of votes of the Association necessary to take the action, as determined under the Declaration, this Certificate of Formation, the Association's Bylaws or other applicable Governing Document, or by law.

ARTICLE X Dissolution

The Association may be dissolved only with the vote, consent or approval of the Owners of not less than ninety percent (90%) of all Lots then contained in the Subdivision. In the event of the liquidation, dissolution or winding up of the Association other than as incident to a merger or consolidation, whether voluntary or involuntary, the Directors will dispose of all property and assets of the Association, including, without limitation, all undistributed income earned thereon after the payment, satisfaction and discharge of all liabilities and obligations of the Association, or the making of adequate provision therefor, in such manner as the Board, in the exercise of its absolute discretion, and by majority vote, will determine; provided, such disposition must be exclusively in the furtherance of the same or similar purposes for which the Association was created, and the property and the assets of the Association may not accrue to the benefit of any officer, Director, member, or any individual having a personal or private interest in the affairs of the Association or any organization which engages in any activity in which the Association is precluded from engaging.

ARTICLE XI Limitation of Liability: Indemnification

A. "Association Representative(s)" Defined. As used in this Article, "Association Representative(s)" means each current or former Director, governing person, officer, delegate employee and agent of the corporation, as such terms are defined in the Texas Business Organizations Code.

B. Limitation of Liability. To the fullest extent allowed by the Texas Business Organizations Code, including Chapters 7 and 8 and Sections 22.222 and 22.235 thereof, an Association Representative is not liable to the corporation, to any Owner or member of the corporation, or to any other Person for any act 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 corporation.

C. Indemnification. To the fullest extent allowed by the Texas Business Organizations Code, including Chapter 8 thereof, the corporation agrees to and is required to indemnify, defend, protect, and hold harmless, and to advance expenses to, each 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 subsection (B). The provisions of this subsection constitute a determination that indemnification should be paid and a contract to indemnify as contemplated by Sections 8.103(c) and 8.151(d)(2) of the Texas Business Organizations Code.

D. Liability Arising From Conduct of Owners. Each Owner, and each Owner's tenants, must indemnify and keep indemnified, defend, protect 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.

E. Additional and/or Subsequent Authority. To the fullest extent provided in other Governing Documents, and if the Texas Non-Profit Corporation Act, Texas Business Organizations Code, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code, or any other statute is enacted, construed or amended subsequently to the filing of this Certificate of Formation to further eliminate or limit liability or further authorize indemnification than as authorized, permitted or required by this Article XI, then such liability will be eliminated or limited and such right to indemnification will be expanded to the fullest extent permitted by such other Governing Documents or by such statutory enactment, construction or amendment.

F. 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 months after the date of the indemnification or advance.

G. No Impairment. Any repeal or modification of this Article XI by the members of the Association or otherwise may not adversely affect any right or protection existing at the time of such repeal or modification.

ARTICLE XII Amendment

This Certificate of Formation may be amended from time to time, in any and as many respects as may be desired, in any manner permitted by the Texas Business Organizations Code, including by the Board of Directors as provided in Section 22.107(b) of the Texas Business Organizations Code, or by the members having voting rights as provided in Section 22.105 of the Texas Business Organizations Code.

[Signature Page Follows]

IN WITNESS WHEREOF, I have set my hand this 4th day of MARCH, 2015.


JAMES THOMAS DORSEY, SR., Organizer

RP-2019-392365

EXHIBIT "B"
(TO AFFIDAVIT OF PROPERTY OWNERS' ASSOCIATION)

**WESTGROVE COURT
COMMUNITY ASSOCIATION, INC.**

BYLAWS

RP-2019-392365

BYLAWS

OF

**WESTGROVE COURT
COMMUNITY ASSOCIATION, INC.**

**A TEXAS NONPROFIT
CORPORATION**

BYLAWS
OF
WESTGROVE COURT COMMUNITY ASSOCIATION, INC.
A TEXAS NONPROFIT CORPORATION

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE I	NAME; OFFICES	1
Section 1.1	Name	1
Section 1.2	Principal Office	1
Section 1.3	Registered Office and Agent	1
ARTICLE II	DEFINITIONS	1
Section 2.1	Incorporation of Definitions	1
Section 2.2	Other Definitions	1
Section 2.2.1	Assessments	1
Section 2.2.2	Bylaws	2
Section 2.2.3	Electronic Means	2
Section 2.2.4	First Annual Election Meeting	2
Section 2.2.5	Managing Agent	2
Section 2.2.6	Member	2
ARTICLE III	MEMBERSHIP; VOTING RIGHTS	2
Section 3.1	Membership; Voting Rights	2
Section 3.2	Entity Representatives	2
Section 3.3	Cumulative Voting Prohibited	3
Section 3.4	Voting Rights and Methods	3
Section 3.4.1	Right to Vote	3
Section 3.4.2	Method of Voting	3
Section 3.5	Voting Procedures	3
Section 3.5.1	Voting in Person or by Proxy	3
Section 3.5.2	Voting by Absentee or Electronic Ballot	3
Section 3.5.3	Voice or Show Votes	4
Section 3.5.4	Multiple Owners	4
Section 3.5.5	Ballots	4
Section 3.5.6	Proxies	4
Section 3.6	Verification and Tabulation of Voting Results	5
Section 3.6.1	By Whom Verified	5
Section 3.6.2	Vote Tabulators, Including Internet Services	5
Section 3.6.3	Verification of Right to Vote	5
Section 3.6.4	Proxies and Ballots Confidential	6
Section 3.6.5	Minimum Period of Retention of Ballots or Proxies	6
Section 3.6.6	Verification and Announcement of Ballot and Proxy Vote	6
Section 3.6.7	Verification of Voice or Show Vote	6
Section 3.6.8	Recount of Votes	7
ARTICLE IV	MEETINGS OF MEMBERS	7
Section 4.1	Annual Meetings	7
Section 4.1.1	First Annual Election Meeting	7

Section 4.1.2	Subsequent Annual Meetings	7
Section 4.2	Special Meetings.....	7
Section 4.3	Methods for Holding of Member Meetings.....	7
Section 4.4	Notice of Owner Meetings.....	7
Section 4.4.1	Methods for Notice of Owner Meetings	7
Section 4.4.2	Timing for Notice of Owner Meetings	7
Section 4.4.3	Purpose	8
Section 4.5	Quorum.....	8
Section 4.6	Majority Vote.....	8
ARTICLE V	BOARD OF DIRECTORS	8
Section 5.1	Organization; Authority.....	8
Section 5.2	Composition.....	9
Section 5.2.1	Qualifications	9
Section 5.2.2	Owner Election of Directors Required	9
Section 5.3	Board Positions; Terms of Office.....	9
Section 5.4	Nomination; Election; Cumulative Voting Prohibited.....	9
Section 5.4.1	Nominations.....	9
Section 5.4.2	Elections	9
Section 5.5	Vacancies on Board of Directors	10
Section 5.5.1	Resignation, Death, Disability, Removal, or Other Vacancy	10
Section 5.5.2	Removal by Owners.....	10
Section 5.5.3	Automatic Removal.....	10
Section 5.5.4	Removal by Board	10
Section 5.6	Powers and Duties of the Board of Directors.....	11
Section 5.7	Settlement of Claims.....	11
Section 5.8	Managing Agent; Management Certificates.....	11
ARTICLE VI	MEETINGS OF DIRECTORS	12
Section 6.1	Board Meeting Defined	12
Section 6.2	Annual Organizational Meeting	12
Section 6.3	Regular Meetings.....	12
Section 6.4	Special Meetings.....	12
Section 6.5	Quorum.....	12
Section 6.6	Open Board Meetings Required.....	12
Section 6.7	Conducting of Board Meetings	13
Section 6.7.1	Methods for Conducting of Board Meetings	13
Section 6.7.2	Closed Executive Sessions.....	13
Section 6.7.3	Recesses	13
Section 6.7.4	Director Proxies	13
Section 6.8	When Open Board Meeting With Notice to Owners Required	13
Section 6.9	Notice of Board Meeting.....	14
Section 6.9.1	Notice to Directors of Board Meetings.....	14
Section 6.9.2	Notice to Owners of Board Meetings.....	14
Section 6.10	Board Action Outside of a Board Meeting	14
Section 6.11	Owner Registration of Email Address Required	14
Section 6.12	Meeting Minutes and Records.....	15
ARTICLE VII	OTHER MEETING AND ACTION MATTERS; COMMITTEES	15
Section 7.1	Calling and Conducting of Meetings.....	15
Section 7.1.1	Chairperson and Secretary for Member and Board Meetings.....	15
Section 7.1.2	Alternate Meeting Officials	15
Section 7.1.3	Location, Date and Time of Meetings.....	15
Section 7.1.4	Waiver of Notice.....	15

Section 7.2	Action Without Meeting	16
Section 7.2.1	Board Meeting or Action Exceptions	16
Section 7.2.2	Unanimous Written Consent	16
Section 7.2.3	Less Than Unanimous Written Consent	16
Section 7.2.4	Counterparts, Copies and Notices	16
Section 7.3	Compensation of Directors or Officers	16
Section 7.4	Committees	16
Section 7.5	Notice and Limitations Periods	17
ARTICLE VIII	OFFICERS	17
Section 8.1	Enumeration of Officers	17
Section 8.2	Election; Term	17
Section 8.3	Resignation and Removal	17
Section 8.4	Vacancies	17
Section 8.5	Duties of Officers	17
Section 8.5.1	President	17
Section 8.5.2	Vice-President	18
Section 8.5.3	Secretary	18
Section 8.5.4	Treasurer	18
Section 8.5.5	Interim and Other Officers	18
ARTICLE IX	AMENDMENT	18
Section 9.1	Amendment By Board	18
Section 9.2	Amendment By Owners	18
Section 9.3	Binding Effect	18
Section 9.4	Amendment Defined	18
ARTICLE X	MISCELLANEOUS	19
Section 10.1	Association Books and Records	19
Section 10.1.1	Maintenance	19
Section 10.1.2	Policies	19
Section 10.2	Any Website to Contain Dedicatory Instruments	19
Section 10.3	Notices	19
Section 10.4	Conflicts	19
Section 10.5	Interpretation	19
Section 10.6	Severability	19
Section 10.7	Power of Attorney	20
Section 10.8	Applicability of Bylaws	20
Section 10.9	Waiver of Interest in Association Property	20
Section 10.10	Effective Date	20

BYLAWS
OF
WESTGROVE COURT COMMUNITY ASSOCIATION, INC.
A TEXAS NONPROFIT CORPORATION

ARTICLE I
Name; Offices

1.1 Name. The name of the corporation is WESTGROVE COURT COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "**Association**").

1.2 Principal Office. The principal office of the Association will be located at the offices of the Managing Agent or other designated representative as set forth in the Association's most recently filed management certificate. The address of the principal office may be changed from time to time 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 must have and continuously maintain a registered office in the State of Texas and a registered agent whose business office is identical with such registered office as required by the Texas Business Organizations Code. The registered office may be, but need not be, identical with the principal office of the Association. The registered agent and address of the registered office may be changed from time to time by the Board of Directors in accordance with the Texas Business Organizations Code.

ARTICLE II
Definitions

2.1 Incorporation of Definitions. All definitions as set forth in that certain instrument entitled "Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Westgrove Court" as heretofore filed on March 4, 2019, under Clerk's File No. RP-2019-86181, Official Public Records of Real Property of Harris County, Texas, as amended (the "**Declaration**"), including **Article II** of the Declaration, are hereby incorporated by reference herein.

2.2 Other Definitions. In addition to the definitions as provided in **Section 2.1** and to any other definitions set forth in these Bylaws, the following terms have the following meanings:

2.2.1 "Assessments" (whether or not capitalized) means and includes regular, special and specific assessments as provided in **Article V** of the Declaration, and any other monetary obligations levied, charged or assessed against a Lot or Owner or otherwise owed by any Owner or Owner's tenant to the Association as permitted or required by the Governing Documents or by law.

2.2.2 "Bylaws" means these Bylaws of Westgrove Court Community Association, Inc., and all lawful amendments thereof.

2.2.3 Electronic Means – Defined and Obligation to Maintain:

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

(b) It is the obligation of each Owner and their tenant(s) to obtain and maintain confirmations of receipt of all notices and other communications from the Association by Electronic Means, and to provide the same to the Association upon request. It is the obligation of each Owner and their tenant(s) to maintain the capability to receive any notices or other communications from the Association by, and to participate in any meetings as aforesaid by, Electronic Means. By acceptance of any right, title or interest in any Lot, or by occupancy thereof, each Owner and their tenant(s) consent to the use of Electronic Means by the Association as to any notices, communications or meetings in accordance with the Declaration, including **Section 8.05** thereof, these Bylaws and other applicable Governing Documents.

2.2.4 "First Annual Election Meeting" means the first meeting of Owners for election by Owners of all members of the Board of Directors. The First Annual Election Meeting must be called by the Board of Directors as listed on the Association's Certificate of Formation within the month of September 2019.

2.2.5 "Managing Agent" means the company or other Person retained, hired, employed or contracted with to provide management services to the Association in accordance with the Declaration and these Bylaws.

2.2.6 "Member" means every Person who is an Owner and who holds a membership in the Association as provided in the Declaration (except when the context is referring to a member of the Board or of a committee, or otherwise requires).

ARTICLE III
Membership; Voting Rights

3.1 Membership; Voting Rights. As more fully described in the Declaration, 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 Declaration is a Member of the Association. Members have and may exercise voting rights as set forth in these Bylaws and the Declaration, including **Article III** of the Declaration.

3.2 Entity Representatives.

3.2.1 Each Owner who is not a natural person may vote, consent, approve or otherwise act on behalf of such Owner through a Governing Person, or through another natural

person who is designated by a Governing Person as provided in **Section 3.2.2** (a "**Designated Representative**"). "**Governing Person** means an authorized person who is serving as a part of the governing authority of an entity as provided in Section 1.002(35) of the Texas Business Organization Code. A Governing Person includes an authorized officer or director of a corporation, an authorized general partner of a limited partnership, or an authorized officer, manager or managing member of a limited liability company. Any person so acting thereby represents and warrants the person has such authority.

3.2.2 Each designation of a Designated Representative must be in writing and must be dated and signed by a Governing Person. Each designation must state (i) the name of the designating entity and of the Designated Representative, and (ii) the contact mailing address, email address and telephone number of the designating entity and of the Designated Representative. The effective date of each designation will be midnight of the third business day after the date of receipt of the designation by the Association unless a later effective date is stated in the designation. The Association is not required to recognize any person as being authorized to act as a Designated Representative until the effective date of the designation. Any designation of a Designated Representative may be changed from time to time in the same manner as required for original designation. In the event of conflict between designations, the most currently dated designation will control.

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

3.4 Voting Rights and Methods.

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

3.4.2 Method of Voting. Voting rights of an Owner may be cast or given in person or by proxy at any meeting of Owners. The Association is not required to provide any Owner with more than one voting method so long as each Owner may vote in person at a meeting or by proxy. Except as next provided, any vote cast by an Owner must be in writing and signed by the Owner. The Board may adopt rules to allow voting by secret ballot as provided in **Section 3.5.5**. Voting rights may also be exercised by absentee or electronic ballot, but only if and as may be permitted by the Board as provided in **Section 3.5.2**. In an election written and signed ballots are not required for uncontested elections.

3.5 Voting Procedures.

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

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

BALLOT IS NOT PERMITTED UNLESS AND UNTIL THE BOARD ADOPTS PROCEDURES AS AFORESAID FOR VOTING BY ABSENTEE BALLOT OR ELECTRONIC BALLOT.

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

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

3.5.5 Ballots.

(a) Except as provided by subsection (e), a vote cast by a Member of the Association must be in writing and must be signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board, (iii) on a proposed adoption or amendment of the Declaration, these Bylaws or other Governing Documents if and to the extent a vote of the Members is required as to the same, (iv) on a proposed increase in the amount of a regular assessment or the proposed adoption of a special assessment if and to the extent a vote of the Members is required as to the same, or (v), on the proposed removal of a Director by Owners.

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

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

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

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

3.5.6 Proxies. All proxies must be in writing, must be signed by the applicable Owner or such Owner's attorney-in-fact, and must be dated, provided that any undated proxy will be dated as of the date of receipt by the Association. All proxies must set forth in legible

form the name(s) of the Member(s) giving the same and the address of each Lot as to which voting rights are being exercised. Proxies must be received by the Association by the date of the meeting to which the same pertains and not later than the conducting of any vote at the meeting, or such earlier date and/or time as stated in the notice of the meeting which is not more than three business days before the date of the meeting. Unless otherwise provided by the proxy, a proxy is revocable and expires eleven months after the date of its execution. A proxy may not be irrevocable for longer than eleven months. In the event of conflict the most recently dated proxy will control.

3.6 Verification and Tabulation of Voting Results.

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

3.6.2 Vote Tabulators, Including Internet Services.

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

(b) Vote Tabulators must be appointed for each meeting of Owners regarding an Association election or vote as provided below, and prior to conducting of any vote. Vote Tabulators so appointed will serve only as to the meeting for which appointed, including any adjournment thereof.

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

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

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

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

3.6.4 Proxies and Ballots Confidential.

(a) NO BALLOT OR PROXY MAY BE INSPECTED BY ANY PERSON OTHER THAN THE VOTE TABULATORS FOR THE MEETING TO WHICH THE VOTE PERTAINS. THE VOTE TABULATORS WILL INSPECT BALLOTS AND PROXIES SOLELY FOR THE PURPOSES OF VALIDATING THE SAME AND TABULATING THE RESULTS OF ANY VOTE OF THE MEMBERSHIP. THE CONTENTS OF ALL BALLOTS AND PROXIES MUST BE HELD IN CONFIDENCE BY ALL VOTE TABULATORS, AND NO PERSON OTHER THAN A VOTE TABULATOR MAY BE GIVEN ACCESS TO ANY BALLOT OR PROXY EXCEPT AS PART OF A RECOUNT PROCESS AS PROVIDED IN **SECTION 3.6.8**. THE FOREGOING ALSO APPLIES TO ANY PERSONS WHO CONDUCT A RECOUNT.

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

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

3.6.6 Verification and Announcement as to Ballot and Proxy Vote.

(a) The Vote Tabulators must make every reasonable effort to complete tabulations of all voting at each meeting, and to advise the chairperson of the meeting as to the results. The chairperson will then announce the results at the meeting. Final voting results, whether determined as aforesaid or as provided in subsection (b) below, must be made a part of the minutes of the meeting.

(b) 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. If after disregarding any doubtful ballots or proxies, the results of such tabulation would not be changed even if all doubtful ballots or proxies were counted as votes against the results otherwise obtained, a final tabulation will be announced at the meeting as above provided. If the results of any vote would be changed by counting the doubtful ballots or proxies as aforesaid and the Vote Tabulators are unable to reasonably determine the validity of sufficient ballots or proxies to determine final results, then the meeting will be adjourned as to the affected matter or matters, and a final tabulation will be made as soon as practicable after the meeting. In the latter case the Vote Tabulators will make every reasonable effort to finally validate or invalidate all doubtful ballots and proxies, the membership must be so notified, and the meeting will then be closed. If a reasonably certain result cannot be announced due to the number of doubtful ballots and/or proxies, then all votes other than as to an election of one or more Directors must be declared void, the chairperson of the meeting must be so advised, the membership must be so notified, and the meeting will be closed as to all such matters. As to any election of Directors all votes will be declared void, the meeting must be reconvened within thirty days as to the election and a new election and vote must be conducted as to the same.

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

the Members present at the meeting may require verification of any voice vote in the same manner.

3.6.8 Recount of Votes. Any Owner may, not later than the fifteenth day after the later of the date of the meeting at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes in accordance with Section 209.0057 of the Texas Property Code. If a recount of votes is properly requested, the Owner demanding the recount must also pay the Association's invoice for estimated costs for performance of the recount within thirty days after the date the invoice is sent to the Owner. Any claim, action or other challenge to the validity of any tabulation or verification of a vote is waived if a recount is not properly requested or the Association's invoice for estimated costs is not properly paid as provided in this Section.

ARTICLE IV Meetings of Members

4.1 Annual Meetings.

4.1.1 First Annual Election Meeting. The First Annual Election Meeting of Owners must be called as provided in **Section 2.2.4**. All members of the Board of Directors must be elected at the First Annual Election Meeting as provided in **Sections 5.3 and 5.4**.

4.1.2 Subsequent Annual Meetings. Beginning in 2020 and annually thereafter the Board must call an annual meeting of Owners during the month of September of each calendar year.

4.2 Special Meetings. Special meetings of the Owners may be called at any time by the President or by the Board of Directors for any purpose. Special meetings of Owners may also be called by Owners by written petition signed by the Owners of not less than one-third of all Lots then contained within the Subdivision to consider and vote on any matter which Owners are entitled to consider and vote on as permitted by the Declaration, these Bylaws or other Governing Documents, or by law. Each special meeting called by Owners must be called and conducted as otherwise herein provided within forty-five days after receipt of a valid petition.

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

4.4 Notice of Owner Meetings.

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

4.4.2 Timing for Notice of Owner Meetings. For an election or vote taken at a meeting of the Owners, notice must be given to Owners not later than the tenth day or earlier

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

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

4.5 Quorum.

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

4.5.2 If a quorum is not present or represented at any meeting as originally called, the meeting may be adjourned from time to time without any further formality or notice other than announcement at the meeting. Any adjourned meeting or meetings must be held within sixty days after the date of the original meeting. The presence at any adjourned meeting, in person or by proxy and whether or not in good standing, of Members representing the Owners of not less than five percent (5%) of all Lots then contained in the Subdivision constitutes a quorum. At any adjourned meeting at which a quorum as aforesaid is present or represented, any business may be transacted which could have been transacted at the meeting as originally called.

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

4.6 Majority Vote. The vote of a majority of the votes entitled to be cast or given at a meeting of Owners at which at least a quorum is present or represented is the act of the Owners' meeting except as otherwise required by the Association's Certificate of Formation, the Declaration, or these Bylaws, or by law. All such acts at each meeting of Owners are binding upon all Members and Owners.

ARTICLE V Board of Directors

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

5.2 Composition.

5.2.1 Qualifications. All Directors must be Owners, and not less than a majority of the Directors must reside in the Subdivision. A Governing Person or a Designated Representative may be appointed or elected to a Board position. No person may be nominated, appointed or elected as a Director if the person is disqualified as provided in **Section 5.5.3** because the person ceases to be an Owner or is convicted of a felony or crime involving moral turpitude.

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

5.3 Board Positions; Terms of Office.

5.3.1 Beginning with the First Annual Election Meeting of Owners (as defined and provided in the Declaration), Directors will be elected to one of three Board Positions designated as Positions One through Three. Directors will be elected at the First Annual Election Meeting of Owners for terms as provided in **Section 5.4**. Thereafter, Directors will be elected for three-year terms.

5.3.2 Each Director takes office upon the closing of the meeting at which the Director was elected or appointed. Absent death, disability, ineligibility, resignation or removal, each Director will hold office until the Director's successor is elected (or appointed, as applicable) and has qualified.

5.4 Nomination; Election; Cumulative Voting Prohibited.

5.4.1 Nominations. Before each meeting of Owners at which voting will be conducted for election by Owners of any Director the current Board of Directors will make reasonable efforts to obtain at least as many nominees for election to the Board as will be required to fill all Directorship Positions to be filled by election at the ensuing meeting. All such nominees must be listed in or included with the notice of each meeting. Nominations may also be made from the floor at each such meeting.

5.4.2 Election.

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

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

(c) At each meeting of Owners after the First Annual Election Meeting at which Owners will elect one or more Directors, the nominee(s) receiving the largest number of votes will be elected.

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

5.5 Vacancies on Board of Directors.

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

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

5.5.3 Automatic Removal.

(a) If a Director, or a prospective or nominated nominee for election to the Board, ceases to be an Owner, the Director or nominee is then immediately ineligible to serve on the Board and is automatically considered removed from the Board.

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

5.5.4 Removal by Board. For cause, a Director may be removed from the Board at any special meeting of the Board by the affirmative vote of all of the remaining Directors. "Cause" includes any Director who is absent from three consecutive meetings of the Board, or who is absent from three meetings of the Board during any calendar year. Any vacancy so created will be filled by the Board as provided in **Section 5.5.1**.

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

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

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

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

(d) permit utility suppliers to use portions of the Subdivision Facilities as it may deem to be reasonably necessary to the ongoing development, maintenance or operation of the Subdivision;

(e) make or contract for the making of repairs, additions, and improvements to or alterations of the Subdivision Facilities in accordance with applicable provisions of the Declaration, these Bylaws or other Governing Documents after damage or destruction by fire or another casualty;

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

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

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

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

5.7 Settlement of Claims. Without limitation of any other provisions hereof, 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. The decisions of the Board as to any of the foregoing are final and conclusive.

5.8 Managing Agent; Management Certificates. The Board may from time to time employ a Managing Agent for the Association, on such terms and for such compensation, and

to perform such duties and services, as determined and authorized by the Board, subject however to any limitations as set forth in the Declaration. Whether or not a Managing Agent is employed, the Association must file or caused to be filed appropriate management certificates in accordance with Section 209.004 of the Texas Property Code.

ARTICLE VI Meetings of Directors

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

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

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

6.2 Annual Organizational Meeting. The first organizational meeting of the Board will be held within ninety days after the Declaration is filed of record for the purposes of election of officers, adoption of the Association's Bylaws and the transaction of such other business as determined by the Board. Within thirty days after each annual meeting of Owners at which the Owners elect one or more Directors, the Board of Directors will hold an annual organizational meeting of the Board for the purposes of election of all officers of the Association and the transaction of such other business as determined by the Board.

6.3 Regular Meetings. Regular (including organizational) meetings of the Board may be held as set by the Board or when called by the President of the Association or by any two Directors. Regular meetings of the Board may also be held without notice to Directors in accordance with a predetermined schedule as from time to time adopted by the Board.

6.4 Special Meetings. Special meetings of the Board of Directors must be held when called by the President of the Association or by any two Directors. Except in the case of an emergency as determined by the Board or the President, oral or written notice to Directors, including as to the purpose or purposes of the special meeting, must be given to all Directors not less than 72 hours before the start of the special meeting.

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

6.6 Open Board Meetings Required. All organizational, regular and special Board meetings are open to all Members of the Association subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session as provided in **Section 6.7.2**. The Board may from time to time establish rules for participation in Board meetings, including as to prior notice required to be placed on a meeting agenda. In all cases the Board in general and the chairperson at each Board meeting in particular are also authorized to regulate all aspects of the conducting of and participation in each Board meeting.

6.7 Conducting of Board Meetings.

6.7.1 Methods for Conducting of Board Meetings.

(a) Board meetings may be held in person, by electronic or telephonic means as provided in subsection (b), or by any combination of these methods. Presence at any Board meeting in person, by proxy or by electronic or telephonic means constitutes presence at the meeting for all purposes.

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

6.7.2 Closed Executive Sessions.

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

(b) Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in closed executive session, if any.

6.7.3 Recesses. If the Board recesses a regular or special Board meeting as to which notice to Owners of the meeting is required by this Section to continue the following regular business day, the Board is not required to give notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board must give notice of the continuation by posting a notice thereof in at least one manner as set forth in **Section 6.9.2(b)(i)** within two hours after adjourning the meeting being continued (or as may otherwise be permitted by applicable Law).

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

6.8 When Open Board Meeting with Notice to Owners Required. The Board may not, unless done at an open Board meeting for which prior notice to Owners was given as

provided in **Section 6.9.2**, consider or vote on: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural control approval; (viii) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue; (ix) lending or borrowing money; (x) the adoption of amendments of a dedicatory instrument; (xi) the approval of an annual budget or the approval of an amendment of an annual budget that increased the budget by more than ten percent (10%); (xii) the sale or purchase of real property; (xiii) the filing of a vacancy on the Board; (xiv) the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or (xv) the election of an officer.

6.9 Notice of Board Meeting.

6.9.1 Notice to Directors of Board Meetings. Notice to Directors of Board meetings, when required, may be given orally, by personal delivery, by mail, by electronic or telephonic means, or by any combination of these methods.

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

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

(b) by provided the notice at least 72 before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Owners in at least one of the following ways – by posting the notice in a place located on the Association's common area property, or, with the property owner's consent, by posting the notice on other privately owned property within the Subdivision, or by posting the notice on any Internet website maintained by the Association, and (ii) sending the notice by email to each Owner who has registered an email address with the Association.

6.10 Board Action Outside of a Board Meeting. Except as provided in **Section 6.8** regarding open Board meetings with notice to Owners, the Board may take action outside of a Board meeting, including voting by electronic or telephonic means or voting by written consent as provided in **Section 7.2**, without prior notice to Owners, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any such action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures so approved, and documented in the minutes of the next regular or special Board meeting.

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

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

ARTICLE VII Other Meeting and Action Matters: Committees

7.1 Calling and Conducting of Meetings.

7.1.1 Chairperson and Secretary for Member and Board Meetings.

(a) The President of the Association will act as the chairperson of all meetings of Owners and all meetings of the Board of Directors. The Secretary of the Association will act as the secretary for all meetings of Owners and all meetings of the Board. If either is absent, or if either is unable or unwilling to act, then the Director or Directors at the meeting will appoint a chairperson and/or secretary. In lieu of the foregoing, the Board may designate the Managing Agent (or any employee of the Managing Agent) or any other person as provided in **Section 7.1.2** to act as the chairperson and/or secretary for any meeting.

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

7.1.2 Alternate Meeting Officials. The Board may contract with or otherwise engage the Managing Agent, or an independent accounting firm, Internet online service or similar independent third party or company, to call or conduct any meetings of the Board or Owners, including the conducting, tabulation and verification of any vote taken at the meeting and/or keeping of appropriate records as to the same.

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

7.1.4 Waiver of Notice. Notice of any meeting may be waived if the Person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before, at or after the date or time of the meeting. If a Person entitled to notice of a meeting attends or in any other manner participates in the meeting, in person, by agent or proxy or by Electronic Means, the Person's attendance or participation and any time constitutes

a waiver of notice of the meeting unless the Person attends the meeting solely to object to the transaction of any business at the meeting on the ground that the meeting was not lawfully called or convened.

7.2 Action Without Meeting.

7.2.1 Application and Exceptions. This **Section 7.2** does not apply when an open Board meeting with notice to Owners is required as provided in **Section 6.8**. In addition to or in lieu of Board action under this Section, Board action may be taken outside of a Board meeting as provided in **Section 6.10**.

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

7.2.3 Less Than Unanimous Written Consent. The Board or the Owners may take action without holding a meeting, providing notice, or taking a vote if a written consent, stating the action to be taken, is signed by the number of Directors or Owners necessary to take that action at a meeting at which all of the Directors or Owners, as applicable, are present and voting. In the case of such action by the Board each Board member must be given a reasonable opportunity to express the Board member's opinions regarding the consent to all other Board members prior to execution of the consent. The consent must state the date on which each Director or Owner signed the consent. A written consent signed by less than all of the Directors or Owners is not effective to take the action that is the subject of the consent unless, not later than the fourteenth day as to a Director consent or the sixtieth day as to an Owner consent after the date of the earliest dated consent delivered to the Association, a consent or consents signed by the required number of Directors or Owners are delivered to the Association. Any written consent signed pursuant to this Section must be promptly delivered to the Association in the manner prescribed by the Association in the consent, or, if not so prescribed, then by delivery to the Managing Agent or the President of the Association by receipted personal delivery, by mail, or by email or fax. Promptly after receiving authorization for any action by written consent, the Association must notify each Director or Owner, as applicable, who did not sign a consent as to all action authorized by the consent.

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

7.3 Compensation of Directors or Officers. No Director or officer may receive compensation for any services rendered to the Association in their capacity as a Director or officer. However, any Director or officer may be reimbursed for actual expenses incurred in the performance of his or her duties. In addition, but subject to applicable law, any Director or officer may serve the Association in any other capacity as an agent or employee or otherwise and may be compensated by the Association for any such services.

7.4 Committees. The Board of Directors, by resolution adopted by a majority of the Directors in office, may from time to time appoint, organize, reorganize and abolish such committees as it may deem desirable. Any committee which will have or exercise any authority

of the Board in the management of the Association must be established in accordance with Section 22.218 of the Texas Business Organizations Code. The foregoing does not apply to the Architectural Control Committee as to which all applicable provisions of the Declaration apply and control.

7.5 Notice and Limitations Periods. NOTICE AS TO ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION REGARDING ANY MEETINGS OR ACTIONS OF THE BOARD OR OF THE MEMBERS MUST BE GIVEN TO THE ASSOCIATION NOT LATER THAN 120 DAYS AFTER, AND SUIT REGARDING ANY SUCH MATTER(S) MUST BE FILED IN A COURT OF COMPETENT JURISDICTION NOT LATER THAN TWO YEARS PLUS ONE DAY AFTER, THE DATE ANY CLAIM OR CAUSE OF ACTION REGARDING THE SAME ACCRUES. **ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION REGARDING ANY SUCH MATTERS AS TO WHICH NOTICE IS NOT GIVEN OR AS TO WHICH SUIT IS NOT FILED AS AFORESAID IS THEREAFTER WAIVED, BARRED, RELEASED AND FOREVER DISCHARGED.** THE FOREGOING IS IN ADDITION TO AND NOT IN LIMITATION OF SECTION 3.6.8 WHICH CONTROLS REGARDING A RECOUNT OF ANY VOTES.

ARTICLE VIII Officers

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

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

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

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

8.5 Duties of Officers.

8.5.1 President. The President is the chief executive officer of the Association. The President has general supervision, direction and control of the business and officers of the Association, including all general powers and duties of management usually vested in the office of president of a Texas nonprofit corporation. Specifically, but without limitation of the foregoing, the President will preside as chairperson at all meetings of the Board of Directors and of the Owners; will see that orders and resolutions of the Board are carried out; will sign as President all leases, mortgages, deeds and other written instruments and will cosign with any other officer all checks and promissory notes which have been first approved by the Board of

Directors except as otherwise authorized by the Board; and will exercise such other authority and discharge such other duties as may be required by the Board of Directors.

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

8.5.3 Secretary. The Secretary will record the votes and keep the minutes, of all meetings and proceedings of the Board and of the Owners; give notice of meetings of the Board and of the Owners; keep appropriate current records showing the Members and Owners of the Association together with their addresses; and will exercise such other authority and discharge such other duties as may be required by the Board.

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

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

ARTICLE IX Amendment

9.1 Amendment By Board. The Board of Directors may amend these Bylaws in any manner deemed necessary or appropriate by the Board, but subject in any case to **Section 9.2**. The foregoing does not apply to amendment of **Section 5.1** regarding the number of Directors composing the Board of Directors or to **Section 5.2** regarding qualifications or disqualifications of Directors which may be amended only by Owners as provided in **Section 9.2**.

9.2 Amendment By Owners. These Bylaws may be amended, in whole or in part, at any annual or special meeting of the Owners. The notice for any meeting of the Owners at which any amendment 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) or a summary statement thereof. In the event of any conflict between any provisions of any amendment adopted by the Board and any provisions of any amendment adopted by the Owners, the provisions of the amendment adopted by the Owners will control.

9.3 Binding Effect. Any amendment adopted in accordance with this Article is binding upon all Members and all Owners.

9.4 "Amendment" Defined. In these Bylaws the terms "amend", "amendment" or substantial equivalent mean and refer to any change, modification, revision or termination of any provisions of these Bylaws.

ARTICLE X
Miscellaneous

10.1 Association Books and Records.

10.1.1 Maintenance. The Association must keep current and accurate books and records of the business and affairs of the Association, including financial records, and including minutes of the proceedings at any meeting of the Board and any meeting of Owners. The Architectural Control Committee must also keep and maintain records evidencing the final decision(s) of the as provided in the Declaration.

10.1.2 Policies. The Association must retain Association books and records and must provide for inspection and copying of books and records of the Association in accordance with the Association's policies as to the same. Such policies must be adopted in accordance with Section 209.005 of the Texas Property Code. The Association's initial Documents Inspection and Copying Policy and Documents Retention Policy will be adopted by, and may at any time thereafter be amended by, the Board. The Board may at any time and from time to time adopt and amend such other policies regarding Association books and records as deemed necessary or appropriate.

10.2 Any Website to Contain Dedicatory Instruments. If the Association has, or the Managing Agent on behalf of the Association maintains, a publicly accessible website, then the Association must make its dedicatory instruments relating to the Association or Subdivision which are filed in the Official Public Records of Harris County, Texas available on the website. The foregoing includes the Declaration, the Certificate of Formation, these Bylaws, Architectural Guidelines and Rules and Regulations.

10.3 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 Declaration or these Bylaws. The Association is not required to send more than one notice per Lot regardless of the number of Co-Owners of any Lot. Refusal to accept delivery of any notice will be deemed actual notice and actual knowledge of the materials refused.

10.4 Conflicts. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation will control. In the case of any conflict between the Declaration and these Bylaws or the Certificate of Formation, the Declaration will control.

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

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

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

10.8 Applicability of Bylaws. All present or future Members and Owners, tenants thereof, and their respective officers, agents, employees, guests, invitees and other Related Parties, and all other Persons occupying or residing within or upon the Subdivision or any Lot or utilizing any Subdivision Facilities in any manner, are subject to these Bylaws to the fullest extent permitted by law.

10.9 Waiver of Interest in Association Property. All real and personal property, including all Subdivision Facilities and all improvements located thereon, which is acquired by the Association will be owned by the Association. No Member has any interest in any specific property of the Association. No Member has any right to require partition of all or any part of any such property.

10.10 Effective Date. These Bylaws are effective from and after the date of adoption by the Board of Directors and filing of the same in the Official Public Records of Real Property of Harris County, Texas, subject to amendment in accordance with these Bylaws.

CERTIFICATE OF ADOPTION

The undersigned Secretary of the Association hereby certifies that, after proper notice in accordance with the Association's Governing Documents and the Texas Property Code, the foregoing Bylaws of Westgrove Court Community Association, Inc. were duly adopted at an open meeting of the Board of Directors of the Association held on May 21, 2019.

EXECUTED this 25 day of June, 2019.

**WESTGROVE COURT COMMUNITY
ASSOCIATION, INC.**
a Texas nonprofit corporation

By: Melisa Herring
MELISA HERRING, Secretary

G:\SLBurton Clients\89721Corp (001)\Bylaws\Bylaws (FINAL).docx

RP-2019-392365
Pages 36
09/04/2019 03:02 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$152.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-392365