


CERTIFICATE OF AMENDMENT
TO THE
BYLAWS
OF
FONN VILLAS CIVIC ASSOCIATION, INC.

The undersigned, being the duly elected and acting Secretary of Fonn Villas Civic Association, Inc., ("the Association") a non-profit corporation, does hereby certify that, based upon the written affidavit of the then President and then Secretary of the Association, at a special meeting of the members duly noticed, called and held on December 6, 1993, at which meeting a quorum was present in person or by proxy, the attached Bylaws of the corporation were approved by the vote of at least two-thirds (2/3) of the members present, replacing the original ByLaws in their entirety, effective as of January 1, 1994. The undersigned further certifies that a diligent search has been made to locate the original or a photographic copy of the executed ByLaws adopted at such meeting, and that despite the best efforts of both current and former directors of the Association, neither the original nor a photographic copy of the Bylaws or the minutes from said meeting have been located, with both documents being presumed to either be lost or inadvertently destroyed.

SIGNED this 9th day of June, 2010.

FONN VILLAS CIVIC ASSOCIATION, INC.

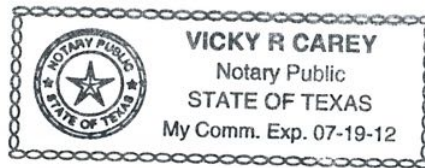
By: 
Its Secretary
Print Name: Barbara A Drumheller

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Barbara A. Drumheller, Secretary of Fonn Villas Civic Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9th day of June, 2010.

Vicky Carey
Notary Public in and for the State of Texas



BYLAWS

OF

FONN VILLAS CIVIC ASSOCIATION, INC.

***A TEXAS NON-PROFIT
CORPORATION***

(Effective January 1, 1994)

RP 072-29-1231

BYLAWS
 OF
FONN VILLAS CIVIC ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

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BYLAWS
OF
FONN VILLAS CIVIC ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

ARTICLE I

Name; Offices

1.1 Name. The name of the corporation is FONN VILLAS CIVIC ASSOCIATION, INC., (hereinafter referred to as the "Association").

1.2 Principal Office; Mailing Address. The principal office of the Association shall be 5301 Hollister, Suite 490, Houston, Texas 77040. The mailing address for the Association, unless otherwise specified in any notice to any Member, shall be P. O. Box 9007, Houston, Texas 77279-9007. The principal office or the Association's mailing address may be changed from time to time as shall be directed by resolution of the Board of Directors. Notice of such change of the principal office or the Association's mailing address shall be given to all Members. 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 Non-Profit Corporation Act. 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.

ARTICLE II

Definitions

In addition to any other definitions set forth in these Bylaws, or in the Restrictions which definitions are hereby incorporated by reference, the following terms shall have the following meanings:

2.1 "Assessments" shall be and refer to any and all annual maintenance charge, annual, special or specific assessments and any other monetary obligation owed by any Member or Owner to the Association as provided for and in accordance with the

Governing Documents, but shall not include dues as provided for in **Section 3.7** hereof.

2.2 "Association" shall mean and refer to FONN VILLAS CIVIC ASSOCIATION, INC., a Texas non-profit corporation, and its predecessors, successors and assigns.

2.3 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association as established by these Bylaws.

2.4 "Community Property" shall mean and refer to any properties, real or personal, conveyed to or otherwise acquired by the Association for the common use and enjoyment of the Members of the Association.

2.5 "Governing Documents" shall mean and refer to all applicable provisions of the Restrictions, the Bylaws and Articles of Incorporation of the Association, all written decisions and resolutions of the Board, and all duly adopted amendments, restatements or modifications (including repeal, in whole or in part) to any of the foregoing.

2.6 "Lot" shall mean and refer to each of the respective numbered plots of land shown on the maps or plats of the Subdivision which are subject to the Restrictions.

2.7 "Member" shall mean and refer to every Person who holds a membership in the Association as set forth in **Section 3.1** of these Bylaws of the Association.

2.8 "Owner" shall mean and refer to the owner, whether one or more Persons, of the fee simple title or undivided fee simple title to any Lot which is subject to the Restrictions, including any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure or proceedings in lieu thereof, but excluding any Person holding a lien, easement, mineral interest or royalty interest burdening the title thereto or otherwise having an interest merely as security for the performance of an obligation.

2.9 "Person" shall mean and refer to any natural person, and to a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

2.10 "Restrictions" shall mean and refer to that certain instrument entitled "Fonn Villas Restrictions" filed under Clerk's File Number E007868 and recorded under Clerk's Film Code Number 169-34-0312, *et seq.*, of the Official Public Records of Real Property of Harris County, Texas, and "First Amendment to Fonn Villas Restrictions" filed under Clerk's File Number J717131 and recorded under Clerk's Film Code Number 095-95-0370, *et seq.*, of the Official Public Records of Real Property of Harris County, Texas, as same may be from time to time amended, restated, modified or repealed, in whole or in part.

2.11 "Rules and Regulations" shall mean and refer to the policies and procedures (including architectural standards and guidelines) from time to time adopted by the Board of Directors regulating the maintenance, operation, use or occupancy of the Subdivision, including the Lots and Community Property, as provided for and in accordance with the Governing Documents.

2.12 "Subdivision" shall mean and refer to **FONN VILLAS SUBDIVISION**, a residential subdivision located in Harris County, Texas and consisting of Sections I through Sections VI, according to the map or plat of each said Section recorded in the map or plat records of Harris County, Texas as follows:

Section 1: Volume 77, Page 8	Section 4: Volume 88, Page 15
Section 2: Volume 82, Page 1	Section 5: Volume 106, Page 19
Section 3: Volume 88, Page 11	Section 6: Volume 127, Page 59

"Subdivision" shall also include any other real property subjected to the jurisdiction of the Association as provided in the Restrictions.

ARTICLE III

Membership; Voting Rights; Special Event Dues

3.1 Membership. Every Person who is the record Owner of a fee simple title or undivided fee simple title interest in any Lot that is subject to the Restrictions shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall automatically pass with the title to the Lot.

3.2 Voting Rights of Members.

3.2.1 One Class; One Vote Per Lot. The Association shall have one (1) class of voting membership which shall consist of all record Owners. Members shall be entitled to one (1) vote for each Lot owned.

3.2.2 Multiple Owners: When more than one Person holds an ownership interest in a Lot, all such Persons shall be Members, but in no event shall they be entitled to more than one (1) vote with respect to that particular Lot. When more than one Person holds an ownership interest in a Lot, the vote of all such joint Owners shall be controlled by a majority of such joint Owners. Any individual Owner from among such joint Owners shall be conclusively presumed to be acting in accordance

with the decision of the majority in voting either in person or by proxy unless another joint Owner is voting to the contrary, either in person or by proxy. If more than one such joint Owner is voting in person or by proxy, the single vote of such joint Owners shall be cast in accordance with the decision of a majority, or if such joint Owners cannot reach a majority decision, then none of the joint Owners shall be permitted to vote as to any such matter upon which a majority decision cannot be reached.

3.3 Cumulative Voting Prohibited: Cumulative voting shall not be permitted as to any matter placed before the membership for a vote, including election of Directors.

3.4 Suspension of Voting Rights. All voting rights appurtenance to ownership of a Lot shall or may be suspended in accordance with the following:

3.4.1 Automatic Suspension. All voting rights appurtenant to a Lot shall be automatically suspended during any period of time any Assessments are owed to the Association covering such Lot, and each Member hereby waives the right to any further notice as to such automatic suspension. During such suspension no Owner of the affected Lot, or proxy or other person acting on behalf of such Owner, shall be entitled to vote upon any matters coming before the membership.

3.4.2 Suspension After Notice. Upon not less than ten (10) days written notice, the Board of Directors may suspend the voting rights appurtenant to any Lot as to which the Owner or any occupant thereof, or their respective agents, employees, guests or invitees, are in violation of any provisions of applicable Governing Documents or Rules and Regulations as determined in the sole good faith discretion of the Board of Directors. During such period of suspension no Owner of the affected Lot shall be entitled to vote upon any matters coming before the membership. In the event of such suspension, any affected Owner shall be entitled to petition the Board of Directors in writing for reinstatement of voting rights and to an opportunity to be heard thereon at a regular or special meeting of the Board, but the good faith decisions of the Board regarding any such petition shall be final.

3.4.3 Good Standing. A Member shall *not* be deemed in good standing during any period during which the member's voting rights have been suspended, including any period during which any Assessments are owed to the Association.

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

3.5.1 Proxy or Ballot. At all meetings of Members, voting may be in person or by proxy. The Board of Directors may also authorize Members to cast a ballot vote by mail which shall be deemed to be voting in person as to but only as to election of Directors, and in such case the mail in ballot shall state a date certain by which same must be received by the Association.

3.5.2 Form of Proxy or Ballot. All proxies or ballots shall be in writing, dated and signed by the Member giving or casting same, and shall set forth the printed name(s) of the Member(s) and the address(es) of each Lot as to which voting rights are being exercised. Only ballot type proxies which specify all matters to be voted on and allow the Person giving the proxy an opportunity to direct the vote to be made as to all such matters shall be permitted. General or blanket type proxies are prohibited. When acting pursuant thereto, each proxy holder shall also sign the original proxy or a copy thereof or any ballot cast pursuant thereto, and date the proxy or ballot as aforesaid at the time of signing. Any proxy or ballot which is not in writing and signed by the Member giving or casting same shall be invalid. Any undated proxy or ballot shall be dated as of the date received by the Association or as of the date of the meeting to which same pertains. The validity of any proxy or ballot due to any other defect in form shall be determined by the Board of Directors whose good faith decisions thereon shall be final.

3.5.3 Revocation of Proxy or Mail-In Ballot. All proxies and mail in ballots shall be revocable unless and only 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 mail in ballot shall 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 mail in ballot to be revoked and which is dated and signed, and any such revocation shall be effective only if actually received by the Association prior to call for voting upon the matters to which the revocation pertains.

3.5.4 Voice Votes. Except as to election of Directors, or amendment of these Bylaws or the Restrictions, or as otherwise required by the Restrictions or law, the Members may vote on any matters by voice, by rising or by show of hands as the Chairperson of the meeting shall direct.

3.6 Verification and Tabulation of Voting Results. Voice voting results shall be verified by the Chairperson of the meeting to which same pertains. Proxy or ballot voting results shall be verified, tabulated and maintained by the Board of Directors, or by legal counsel to the Association and/or such other committee of three (3) or more persons as may be designated by the Board of Directors (the "Vote Tabulators"). In either case the following to the extent applicable shall also apply:

3.6.1 Verification of Right to Vote. Satisfactory proof of membership, or of a Member's good standing to entitle the Member to vote 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.

3.6.2 Proxies or Ballots Confidential. No ballot or proxy shall be available for inspection by any Person other than the Vote Tabulators and/or legal counsel to

the Association. The Vote Tabulators and/or legal counsel shall inspect ballots and proxies solely for the purposes of validating same and tabulating the results of any vote of the membership, and the contents of same shall be held in confidence by all such parties.

3.6.3 Minimum Period of Retention of Ballots or Proxies. Proxies and ballots shall be maintained by the Association 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.

3.6.4 Announcement of Voting Results. The membership shall 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 shall be made a part of the minutes of the meeting.

3.6.5 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 good faith 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 shall 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 shall 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 shall 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 conclusive result cannot be announced due to the number of doubtful ballots and/or proxies, then such vote shall be declared void and the membership shall be so notified.

3.6.6 Verification of Voice 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. If a specific count is taken, the results shall be made a part of the minutes of the meeting. By majority vote, the Members present at the meeting may require verification in the same manner.

3.7 Special Event Dues. The Board of Directors may from time to time authorize publication of a Subdivision Directory or similar informational publications (but not including any Association newsletter) and organize and conduct an annual Subdivision picnic and other social gatherings and events (all such activities herein

referred to as "Special Event" or "Special Events"). The Board may authorize Special Events to be conducted directly by the Board, or through the Fonn Villas Civic Club or through such other Committee(s) as the Board shall direct, and may fund the costs of same out of Assessments or through Special Event Dues. If funded through Special Event Dues, the Board shall set same at a level which it reasonably believes will cover actual costs of same, but any deficit may be paid from Assessments. If funded through Special Event Dues, payment of same shall be strictly voluntary but the Board may restrict participation as to any Special Event solely to those Members or other Persons who pay the application Special Event Dues.

ARTICLE IV

Meetings of Members

4.1 Annual Meeting. The regular annual meeting of the Members of the Association shall be held during the month of January of each year, commencing between the hours of 6:30 to 8:00 o'clock p.m. as determined by the Board of Directors, and at such place within Harris County, Texas as determined by the Board of Directors.

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 Members representing not less than one-tenth (1/10th) of the Lots then contained within the Subdivision.

4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or such other person authorized to call the meeting not less than ten (10) nor more than fifty (50) days before such meeting to each Member entitled to vote thereat according to the records of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes of the meeting.

4.4 Quorum. The presence, in person or by proxy and whether or not in good standing, at any meeting of Members representing not less than one-tenth (1/10) of the Lots then contained in the Subdivision shall constitute a quorum for any action except as otherwise required by law, the Articles of Incorporation, the Restrictions or these Bylaws. If a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without any further notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally called.

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 shall be the act of the Members' meeting except as otherwise provided or required by law, the Articles of Incorporation, the Restrictions, or these Bylaws. Any such act of a Member's meeting shall be binding upon all Owners.

ARTICLE V

Board of Directors

5.1 Board of Directors. The affairs of the Association shall be managed by a Board of nine (9) Directors. The number of Directors may be increased or decreased from time to time by amendment of these Bylaws, provided the Board shall at all times have not less than three (3) Directors.

5.2 Qualifications. Directors shall be Members of the Association. No person shall be nominated or elected as a Director if at the time of the nomination or election such person is not in good standing. Any person accepting a nomination for election to the Board of Directors shall certify by such acceptance that he or she meets the qualifications set forth in this Section, and that he or she has a bona fide intent to serve for the full term to which election is sought and will diligently seek to, and will and is able to devote such time as is reasonably necessary to, discharge of the duties and responsibilities of the directorship to which election is sought.

5.3 Term of Office. Directors shall be elected to one (1) of nine (9) Directorship Positions designated as Positions One through Nine. At the 1994 annual meeting, three (3) Directors shall be elected to Positions One through Three for a one (1) year term, three (3) Directors shall be elected to Positions Four through Six for a term of two (2) years, and three (3) Directors shall be elected to Positions Seven through Nine for a three (3) year term. At each annual meeting after the 1994 annual meeting all Directors shall be elected to three (3) year terms, three (3) Directors to be elected each year as their predecessors' terms expire. Directors shall serve until their respective terms expire, and until their successors are elected and qualified.

5.4 Nomination; Election. Nominations for election to the Board of Directors shall be made by the Board of Directors which nominees shall be listed in or included with the notice of each annual meeting. Nominations may also be made from the floor at each annual meeting. All nominations shall be made for election to a specific Directorship Position. Election to the Board of Directors shall be by ballot (including mail in 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. The person receiving the largest number of votes within

each category of nominations for a Directorship Position shall be elected. Cumulative voting shall not be 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. Any Director so elected shall hold office until the next annual election occurring after expiration of the term of office to which elected and until his or her successor is elected and has 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 (2/3rds) of the votes entitled to be cast at the special meeting, in person or by proxy. The notice calling such meeting shall give notice of the intention to act upon such matter. If the notice so provides, the vacancy caused by such removal may be filled at such meeting by a majority vote of the votes entitled to be cast at the special meeting, in person or by proxy, and the Director so elected shall serve for the remainder of the unexpired term to which elected. For good cause, a Director may be removed at any special meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, and the good faith determination of good cause by vote of Directors as aforesaid shall be final. Without regard to the foregoing, any Director who is absent from three (3) consecutive meetings of the Board or who is absent from three (3) meetings of the Board during any calendar year, or any Director whose voting rights as a Member have been suspended 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 shall be filled as provided in **Section 5.5.1**.

5.6 Compensation. No Director shall receive compensation for any services rendered to the Association in his or her capacity as a Director. Any Director may be reimbursed for actual expenses incurred in the performance of his or her duties, and any Director may serve the Association in any other capacity as an agent or employee and receive compensation therefore; provided, the Board of Directors shall approve any such reimbursement or other services prior to payment being made for same.

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 Articles of Incorporation, 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 take such actions as it deems appropriate to collect all Assessments owed to the Association;
- (d) procure and maintain such liability and/or hazard insurance as it may deem appropriate covering persons acting on behalf of the Association and/or on any property or facilities owned or used by the Association;
- (e) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (f) in general, to manage, operate and maintain the Subdivision in accordance with and to enforce the provisions of these Bylaws, and all other Governing Documents.

5.8 Settlement of Claims. 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 good faith decisions of the Board as to any of the foregoing shall be final and conclusive.

ARTICLE VI

Meetings of Directors

6.1 Place of Meetings. Meetings of the Board of Directors shall be held within Harris County, Texas, at such place as is specified by the officer or Directors calling a meeting.

6.2 Annual Organizational Meeting. Within thirty (30) days after each annual meeting of Members or at the first regular meeting of the Board following each annual meeting, whichever first occurs, the Board of Directors shall hold an annual organizational meeting for the purposes of (i) electing all officers of the Association, (ii) electing all Chairpersons of all Advisory Committees of the Association except as provided in **Section 7.4**, (iii) electing Chairpersons and all Vice Chairpersons of all Executive Committees of the Association except as provided in **Section 7.5**, and (iv) the transaction of such other business as may be properly brought before it.

6.3 Regular Meetings. Regular meetings of the Board of Directors shall be held when called by the President of the Association or by any four (4) Directors, or pursuant to a standing resolution of the Board.

6.4 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any four (4) Directors.

6.5 Quorum. A majority of the number of Directors, excluding any vacancies, shall constitute a quorum for the transaction of business at any meeting. Every act or decision done or made by vote of a majority of the Directors present at a duly called meeting at which a quorum is present shall constitute an act or decision of the Board. If a quorum is not present at any meeting, a majority of the Directors present may adjourn and reconvene the meeting from time to time, without any further notice other than announcement at the meeting, until a quorum as aforesaid shall be present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

6.6 Notice of Meetings. Notice of annual organizational meetings or regular meetings to each Director may be oral or written, or in accordance with a standing resolution of the Board, and need only state the date, time and place of any such meeting. Written notice of all special meetings of the Board of Directors stating the place, date, time and the purpose or purposes of such special meeting shall be given or sent by mail, telecopier or telegram to each Director at least three (3) days before the special meeting. Any Director may waive notice of any meeting in writing before, at or after such meeting. Attendance of a Director at any meeting shall constitute a waiver of notice thereof, except where the Director attends for the announced purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

6.7 Open Meetings. Except as provided in **Section 6.8** of these Bylaws or other applicable Governing Documents, all meetings of the Board of Directors shall be open to all Members of the Association; provided, however, Members who are not on the Board may not participate in any deliberation or discussion unless: (i) such Member has filed a written request with any Director to be placed on the agenda of the meeting at least one (1) business day prior to the meeting stating in such request the purpose or purposes of attendance, and in such case the requesting Member's participation may be limited to the stated purpose(s); or (ii) expressly so authorized by the officer presiding over the meeting or by the vote of a majority of the Directors present at the meeting.

6.8 Executive Sessions. The Board of Directors may adjourn a meeting and reconvene in closed executive session to review, discuss and/or vote on any communications or documents not subject to inspection of Members and other business of a confidential nature as set forth in **Article X**. The general nature of any

and all business to be considered in executive session shall first be announced in open session, and all formal actions or decisions taken or made shall be announced in open session after concluding the executive session except to the extent necessary to prevent disclosure as provided in **Article X**.

6.9 Proxies. A Director may vote on any specific matters by a ballot type proxy which specifies all matters to be voted on and directs the manner in which the proxy holder shall vote as to each such matter. No Director may vote pursuant to a general or blanket type proxy. No Director's proxy shall be valid unless dated and signed, and no such proxy shall be valid after thirty (30) days from the date thereof. A Director attending a meeting by proxy may be counted for purposes of determining a quorum only as to the specific matters covered by the applicable proxy.

6.10 Action Taken Without a Meeting. The Directors shall have the right to take any action or make any decision in the absence of a meeting which they could take at a meeting by unanimous written consent of all of the Directors, or by telephone conference call in which all persons participating can hear each other and otherwise conducted in the same manner as at a meeting in person of Directors. Any action or decision so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VII

Committees

7.1 Establishment. The Board of Directors may, by resolution adopted by a majority of the Directors then in office, from time to time appoint, organize, re-organize and abolish such other committees as it shall deem desirable except as provided in **Sections 7.4 and 7.5** of these Bylaws and subject to the following:

7.1.1 Executive Committees. The Board of Directors may designate such Executive Committees as it shall deem desirable. All Executive Committees shall consist of three (3) or five (5) members, and a majority of all members of each Executive Committee shall at all times be Directors of the Association. Executive Committees may exercise such authority of the Board of Directors in the business and affairs of the Association as the Board of Directors may by resolution duly delegate except where action by the Board of Directors is specified by law. The designation of such Executive Committees and delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibilities imposed upon any Director or the Board by law. All members of each Executive Committee shall be elected by the Board of Directors at the time of establishment and thereafter at the Board's annual organizational meeting. Any member of any Executive Committee may be removed for or without cause at any regular or special

meeting of the Board of Directors whenever in the judgment of the Board the best interests of the Association will be served thereby.

7.1.2 Advisory Committees. The Board of Directors may for its convenience, and at its discretion, appoint one or more advisory committees. No such advisory committees shall have any power or authority except to advise the Board of Directors. The Chairperson of each advisory committee shall be appointed by the Board of Directors at the time of establishment and thereafter at the Board's annual organizational meeting. Other members shall be appointed by the Board of Directors or Chairperson as directed by the Board, provided the Chairperson shall promptly notify the Board of any appointments by the Chairperson. Except as provided in **Section 7.4**, any such committee shall exist solely at the pleasure of the Board of Directors, and any member thereof may be removed at any time for or without cause by vote of a majority of a quorum of the Board.

7.2 Qualifications; Compensation. Except for Directors who must be members of any Executive Committee and Chairpersons of all committees which shall also be Members, members of any committees need not be Members of the Association. No member of any committee shall receive any compensation for such membership; however, the Board of Directors may approve reimbursement for reasonable expenses actually incurred by reason of such membership. The Board of Directors may employ such personnel as it deems necessary to assist any committee in accomplishing the committee's objectives and compensate such personnel in the capacity employed whether or not such personnel are also members of a committee.

7.3 Meetings; Reports. Each committee shall hold an organizational meeting at such time and place as shall be determined by the Chairperson thereof or as directed by the Board as soon as practicable after appointment of the Chairperson for the purpose of determining specific committee member responsibilities, and specific committee goals and objectives, including priorities among such objectives and methods and target dates for achieving same. If requested by the Board of Directors, the Chairperson shall submit a written summary of such first meeting to the Board or any member thereof. Each committee shall conduct such other meetings as may be called by the Chairperson or any two (2) members thereof, or the President or Board of Directors, any such meeting to be held at such place and time as shall be designated by the party calling such meeting. The provisions of **Sections 6.5 through 6.10** shall apply so far as applicable to all committees. Minutes of the meetings of each committee need not be maintained; provided, records shall be maintained as to any authority of the Board of Directors actually exercised by an Executive Committee; and provided further, the Chairperson of each committee shall submit a written report to the Board quarterly or at such other intervals as the Board may direct setting forth the activities of the committee for the preceding quarter or other interval and any action recommended by the committee. In addition, each Chairperson shall keep the Board fully advised at all times of all activities of the committee.

7.4 Block Representatives Advisory Committee.

7.4.1 Standing Committee. There is hereby established a standing advisory committee designated as the Block Representatives Advisory Committee ("BRAC"). The BRAC shall not be subject to re-organization or abolition except as provided in this **Section 7.4** or by amendments of these Bylaws.

7.4.2 Composition. One (1) person shall be elected or appointed to represent both sides of each street block in the Subdivision except as to Lower Hallie, Barryknoll West and Kimberley as to which one (1) person shall be elected or appointed to represent one side of the street. Each such person so elected or appointed is herein referred to as a "Block Representative". Block Representatives shall reside in or be the Owner of a Lot within the street block area he or she is elected to represent. Officers of the Association shall not simultaneously serve as Block Representatives. One (1) alternate shall also be elected or appointed for each Block Representative to act in the absence of or in the event of resignation or removal of any Block Representative. The BRAC shall consist of all officers of the Association and all Block Representatives. The Chairperson of the BRAC shall be elected, and may be removed and replaced, from time to time by majority vote of the Block Representatives present at a duly called meeting of the BRAC.

7.4.3 Election or Appointment. Each Block Representative (and their alternate) shall be elected or appointed in January of each year by the Owners and residents of each applicable street block area in such manner as the Owners and residents desire. The elected or appointed Block Representative shall notify the President (or other officer in his or her absence) of such election or appointment by the end of January of each year and also as to the alternate. Any dispute as to election or appointment as to any Block Representative or alternate shall be resolved by the Board in any manner it shall in good faith determine, including the right to request written confirmation of street block Owners and residents or conducting of a mail in election regarding same. The Board may (but is not required to) appoint any Block Representative or alternate for any street block area failing to do so. Notice of all known Block Representatives and their alternates shall be given to all Members within sixty (60) days following each annual meeting.

7.4.4 Powers and Duties. The BRAC shall function as provided in this **Article VII** for other advisory committees except as otherwise provided in this **Section 7.4** and as follows:

(a) Prior to expiration of any Block Representative's term, no Block Representative or their alternate may be removed as a member of the BRAC except as provided in **Section 5.5.2** of these Bylaws, or for or without cause by written request of a majority of the Owners or residents of the street block area represented.

Any vacancies for any reason in the position of any Block Representative or alternate shall be filled in the same manner as for election or appointment.

(b) The BRAC may upon not less than one (1) business day's notice request any item be placed on the agenda for Board consideration at the next regular Board meeting following proper notice. Any such request shall be made in writing to the President or to any two (2) Directors, and shall state with reasonable particularity the purpose(s) for the requested agenda item(s).

7.5 Architectural Control Committee. An Architectural Control Committee shall be formed and shall function in accordance with applicable provisions of the Restrictions.

ARTICLE VIII

Officers and Chairpersons

8.1 Enumeration of Offices. The officers of this Association shall be a President and a Vice President, each of whom shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution establish.

8.2 Election; Term. The officers of this Association shall be elected annually by the Board at its annual organizational meeting. Each officer shall hold office until the officers' successor shall have been elected and qualified except as provided in **Section 8.3** of these Bylaws.

8.3 Resignation and Removal. Any officer may be removed from office 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 shall 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 shall not be necessary to make it effective.

8.4 Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of office to which appointed.

8.5 Multiple Offices. No person shall simultaneously hold more than one (1) office.

8.6 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, the Chairperson shall be, in the following order if any such officer is absent, the Vice President, Treasurer or Secretary; or in the event of absence of all officers, one (1) of the remaining Directors shall be elected by majority vote of the Directors present at the Member or Board meeting to act as Chairperson.

ARTICLE IX

Duties of Officers and Chairpersons

9.1 President. The President shall preside at all meetings of the Board of Directors and of the Members; shall see that orders and resolutions of the Board are carried out; shall sign as President all leases, mortgages, deeds, promissory notes and other written instruments which have been first approved by the Board of Directors unless the Board has authorized the signature(s) of other officers; and, subject to advice of the Board of Directors, shall have general supervision, direction, and control of the affairs of the Association, and shall discharge such other duties as may be permitted or required by these Bylaws and/or resolution of the Board of Directors.

9.2 Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise such authority and discharge such other duties as may be permitted or required by these Bylaws and/or resolution of the Board.

9.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; give notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall exercise such authority and discharge such other duties as may be permitted or required by these Bylaws and/or resolution of the Board.

9.4 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts as designated by the Board 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 as required by the Board, these Bylaws, the Restrictions, or other Governing Documents; and shall exercise such authority and discharge such other duties as may be permitted or required by these Bylaws and/or resolution of the Board.

9.5 Other Officers. The Board of Directors may from time to time establish such other offices and appoint officers thereto as it deems appropriate, each such

officer to exercise such authority and discharge such duties as permitted or required by the Board.

9.6 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 (1) person, establish limits on the period of time to be allowed for discussion of any given issue, motion or other matters, and in general to 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 shall be final so long as made in good faith.

9.7 Checks. All checks or similar drafts shall be signed by at least two (2) officers and as otherwise directed from time to time by the Board.

ARTICLE X

Books and Records

10.1 Inspection by Members.

10.1.1 General Right of Inspection. Upon written request stating a proper purpose thereof, any Member of the Association or the Member's duly appointed representative shall be entitled to make a reasonable examination of the books and records of the Association at any reasonable time and for a proper purpose reasonably related to the Member's interest as a Member at the office of the Association or at such other place in Harris County, Texas as the Board of Directors shall prescribe. No Member shall remove any books and records from the possession of the Association for any reason. Any Member may request copies of books and records which the Member is entitled to inspect upon written request stating the specific books and records desired and a proper purpose for the request.

10.1.2 Exclusions. Notwithstanding **Section 10.1.1**, no Member or Member representative shall be entitled to examine any documents regarding and the Association shall have 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 10.2** or as otherwise provided in the Restrictions, and (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.

10.2 Confidential Communications. By vote of two-thirds (2/3rds) of all Directors then in office, the Board of Directors shall be entitled to designate such books, records and communications confidential as the Board shall deem in its sole good faith 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.

10.3 Rules for Inspection. The Board of Directors may from time to time 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 and administrative costs of inspection the payment of which shall be a condition precedent to the right of any Member to obtain copies of any books and records.

ARTICLE XI

Limitation of Liability; Indemnification

11.1 General. Except for intentional or willful misconduct, conscious indifference or knowing violation of the law, no Director shall be liable to the Association or its Members, and the Association shall not be liable to any Member, for monetary damages or otherwise for any act or omission in the Director's capacity as a Director or any act or omission of the Association within the scope of its purposes. The Association shall indemnify and keep indemnified, and hold harmless, any Director or former Director to the fullest extent necessary to accomplishment of the foregoing and to the fullest extent otherwise allowed by law, and hold any such Director or former Director harmless from and against all claims, demands, suits, judgements, court costs, attorney's fees attachments and all other legal action as contemplated thereby. All provisions of this Section shall also apply to any officer or former officer of the Association, and to all Association Committees and members thereof, including the Architectural Control Committee.

11.2 Security Services. The Association may from time to time provide facilities, devices or services intended to or which may have the affect of limiting or controlling Subdivision access, or providing patrol services or otherwise monitor activities within the Subdivision (including Community Property), and may from time

to time provide information through newsletters or otherwise regarding same (all such facilities, devices, services or information herein referred to as, "Security Services"). Without limitation of any other provisions of this **Article XI**, each Owner or Member and their tenants, family, guests and invitees, covenant and agree with respect to any and all Security Services provided directly or indirectly by the Association as follows:

11.2.1 Association Not Responsible for Security. Security is the sole responsibility of local law enforcement agencies and individual Owners and Members, their tenants, and their respective guests and invitees. Security Services shall be provided at the sole discretion of the Board of Directors. The providing of any Security Services at any time shall in no way prevent the Board from thereafter discontinuing or temporarily or permanently removing same.

11.2.2 Security Service Providers as Independent Contractors. Any third party providers of Security Services shall be independent contractors, the acts or omissions of which shall not be imputed to the Association or its officers, Directors, committee members, agents or employees.

11.2.3 No Undertaking. Providing of any Security Services shall never be construed as an undertaking by the Association to provide personal security or as a guarantee or warranty that the presence of any Security Service will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.

11.2.4 Indemnity and Hold Harmless Agreement. The Association and its officers, Directors, Committee members, agents and employees shall not be liable for, and each Owner or Member, their tenants, and their respective guests and invitees, shall indemnify, keep indemnified and hold the Association and its officers, Directors, Committee members, agents and employees harmless at all times from, any injury, loss or damages whatsoever, including without limitation any injury or damages caused by theft, burglary, trespass, assault, vandalism or any other crime, to any Person or property arising, directly or indirectly, from the providing or failure to provide any Security Services, or the discontinuation, disruption, defect, malfunction, operation, repair, replacement or use of any Security Services.

11.3 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred by this **Article XI** shall not be exclusive of, but instead shall be cumulative as to, any other right which any person may have or hereafter acquire under any statute or any other applicable provisions of the Governing Documents, or by agreement, vote of disinterested Members or Directors or otherwise.

11.4 Insurance. The Association may purchase and maintain insurance or another arrangement, at its expense, to protect itself and any Director, officer,

employee or agent of the Association against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Texas Non-Profit Corporation Act.

11.5 Indemnification of Employees and Agents of the Association. The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses, to any employee or agent of the Association to the full extent of the provisions of this **Article XI** with respect to the indemnification and advancement of expenses of Directors and officers of the Association.

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

11.7 Subsequent Statutory Authority. If the Texas Non-Profit Corporation Act, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code or any other statute is construed or amended hereafter to further eliminate or limit liability or authorizing further indemnification than as permitted or required by this **Article XI**, then liability shall be eliminated or limited and right to indemnification shall be expanded to the full extent permitted by such construction or statute, as so amended.

11.8 No Impairment. Any repeal or modification of this **Article XI** by the Members of the Association shall not adversely affect any rights or protection existing at the time of such repeal or modification.

ARTICLE XII

Notices

12.1 General. Unless otherwise expressly provided herein, all notices or other communications permitted or required under these Bylaws shall be in writing and shall be deemed properly given if but only if given in accordance with this **Article XII**.

12.2 Notices to Association or Committees. All notices or other communications to the Association or any of its Committees shall be given by personal delivery acknowledged in writing, or by certified mail, return receipt requested, and by deposit in the United States mail, postpaid and properly addressed.

Notices or other communications to the Association shall be delivered or addressed to: (i) the Association's registered office and registered agent; (ii) the Association's mailing address as set forth in **Section 1.2**; (iii) the address of the President or any other two (2) Directors of the Association; or (iv) any managing agent or other representative as the Board of Directors may from time to time designate by written notice of any such designation given to all Members. Notices or other communications to any Association Committee shall be delivered or addressed to the Chairperson or any two (2) Vice Chairpersons of the Committee, and a true and correct copy thereof shall be delivered or addressed to the Association as aforesaid. Any such notice or other communications shall be deemed given only upon receipt of same by the addressee as aforesaid.

12.3 Notice to Members. All notices or other communications to any Member shall be deemed given upon personal delivery, or when deposited in the United States mail, postage prepaid, and properly addressed to the street address of the Member's Lot located within the Subdivision or to the most current street address given by a Member to the Association for the specifically stated purpose of providing an alternate address for giving of notice. Where more than one (1) Person is the Owner of a single Lot or one (1) or more Persons own more than one (1) Lot, the delivery of any notices or other communications as aforesaid to any single Member Owner shall constitute notice given to all such Owner Members as to such Lot or Lots.

12.4 Notice by Newsletter. Whenever notice or other communication as to any matter is permitted or required under these Bylaws to be given to Members, same may be given by publication in the Association's newsletter and delivery thereof by hand or mail to each Lot within the Subdivision in such manner as the Board may from time to time direct. Notice given by delivery of a newsletter to each Lot within the Subdivision shall constitute notice given to all Members regardless of whether any Member has provided an address other than a Lot address for purposes of notice.

12.5 Other Governing Documents. The foregoing provisions shall also apply to notices or other communications permitted or required by any other Governing Documents except as otherwise expressly provided in such other Governing Documents.

ARTICLE XIII

Amendment

13.1 Amendment. These Bylaws may be amended or otherwise modified or repealed, in whole or in part, at any annual or special meeting of the Members by vote of two-thirds (2/3rds) of the votes entitled to be cast by the Members present, in person or by proxy, at a meeting of the Members at which a quorum is present, in

person or by proxy. Any such amendment, modification or repeal so adopted shall be binding upon all Members and all Owners.

13.2 Notice. The notice for any meeting at which any amendment or other modification or repeal of these Bylaws is to be considered shall state such purpose, and shall contain or be accompanied by a true and correct copy of the proposed amendment(s) or a summary statement thereof. A true and correct copy of the complete text of all adopted amendments or other modifications or repeal shall be delivered to all Members in the same manner as other notices to Members as soon as reasonably practicable after adoption.

ARTICLE XIV

Miscellaneous

14.1 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Restrictions and these Bylaws, the Restrictions shall control.

14.2 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 hereof as to the contents 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 these Bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

14.3 Severability. Whenever possible, each provision of these Bylaws shall 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 shall be prohibited or held invalid, such prohibition or invalidity shall 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.

14.4 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 shall not be required to determine or comply with any other conditions for termination.

14.5 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 Property in any manner, shall be subject to these Bylaws. The mere acquisition, occupancy, use or rental of any Lot or utilization of any Community Property shall constitute acceptance and ratification of these Bylaws, and agreement to strictly comply therewith.

14.6 Waiver of Interest in Corporation Property. All real and personal property, including all Community Property and all improvements located thereon, acquired by the Association shall be owned by the Association. A Member shall have 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.

14.7 Fiscal Year. The fiscal year of the Association shall 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 (31st) day of December of each year.

14.8 Effective Date. These Bylaws of FONN VILLAS CIVIC ASSOCIATION, INC., a Texas Non-Profit Corporation, shall be effective from and after the first (1st) day of January, 1994. From the effective date of these Bylaws until election of Directors at the 1994 annual meeting of Members, the officers of the Association as of January 1, 1994 shall also serve as the Association's Board of Directors.

14.9 Repealer. These Bylaws shall replace in their entirety the Constitution and By-Laws of Fonn Villas Civic Association, Inc. in effect prior to the effective date of these Bylaws from and after the effective date of these Bylaws.

CERTIFICATION BY SECRETARY

I, the undersigned, _____, do hereby certify:

That I am the duly elected and acting Secretary of FONN VILLAS CIVIC ASSOCIATION, INC., a Texas non-profit corporation, and

That the foregoing Bylaws of FONN VILLAS CIVIC ASSOCIATION, INC., a Texas Non-Profit Corporation, is a complete, true and correct statement of the said Bylaws duly adopted at a meeting of the Members of the Association held on the _____ (_____) day of _____, 1993, which Bylaws were adopted in accordance with **Article X** of the Constitution and **Article X** of the By-Laws of the Association in effect prior to the effective date of these Bylaws and in replacement in their entirety of said Constitution and By-Laws.

_____, Secretary

072-79-1759

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 on

JUL -6 2010



Dorely B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS