

**BYLAWS OF
BISCAYNE OWNERS ASSOCIATION,
A TEXAS NON-PROFIT CORPORATION**

ARTICLE I

NAME AND LOCATION

Section 1. Name of Corporation. The name of the Corporation is BISCAYNE OWNERS ASSOCIATION, a Texas Non-Profit Corporation.

Section 2. Principal Office. Until changed by resolution of the Board of Directors of the Corporation, the principal office of the Corporation shall be at 17049 EL Camino Real #100, Houston TX 77058; but meetings of Members and Directors may be held at such places within the State of Texas as may be designated, from time to time, by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association", as used in the hereinafter referenced Declaration and in these Bylaws, shall mean and refer to BISCAYNE OWNERS ASSOCIATION, a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, holding title to any Lot which is part of the Addition, including contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

Section 3. "Addition" or "Additions" shall mean and refer to the The Biscayne, Sections One, Two and Three, additions to the City of Galveston, Galveston County, Texas, according to the following plats of said additions recorded under in the Plat Records of Galveston County, Texas ("Plat" or "Plats):

- a. Section 1: Clerk's File No. GAC2003024231 consisting of eighty-three (83) lots, twenty (20) reserves, two (2) blocks, and 83.323 acres, situated in the A. Van Nordstrand Survey, Abstract No. 203, Galveston County, Texas;
- b. Section 2: Clerk's File No. GAC2003046626 consisting of sixty-eight (68) lots, sixteen (16) reserves, and 86.323 acres, situated in the Samuel Parr Survey, Abstract No. 162, and the A. Van Nordstrand Survey, Abstract No. 203, Galveston County, Texas;
- c. Section 3: Clerk's File No. GAC2005081476 consisting of sixty-five (65) lots, nine (9) reserves, three (3) blocks, and 18.73 acres, situated in the Samuel Parr Survey, Abstract No. 162, and the A. Van Nordstrand Survey, Abstract No. 203, Galveston County, Texas;

Section 4. "Common Area" shall mean and refer to any real property (including all improvements now or hereafter placed, erected, constructed, installed or located thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be all of the property in the Additions, excluding (a) Lots shown and reflected upon the Plats and the improvements thereon, and (b) The easements for all water, sanitary sewer, storm sewer, electric, telephone, cable television and other utility lines (and all appurtenances thereto) now or hereafter lying, installed and maintained within (i) any easements for "Private Streets," as that term is defined in the Declaration, (ii) any utility or drainage easements reflected on the recorded plat or plats of the Additions, or (iii) any utility or drainage easements herewith or hereafter granted, conveyed or dedicated on or across any Lots in the Additions or the Common Area, which lines and appurtenances are owned and maintained, or are to be owned and maintained, by any public authority or franchised public utility company. Without limitation of the foregoing, the Common Area includes the easements for all Private Reserves designated on the Plats, together with: (a) The pond located along and adjacent to the northerly boundary of the Section 1 Addition and designated on the Plat as "Pond"; (b) The sewage treatment plant located at the northwest corner of the Section 1 Addition and designated on the Plat as "Sewage Treatment Plant"; (c) The Private Streets; (d) The one hundred thirty (130') foot wide dune protection area located on the southern boundary of the Section 1 Addition running east and west, designated on the Plat as "130' Wide Dune Protection Area"; (e) The beach area located to the south of the 130' Wide Dune Protection Area running east and west, designated on the Section 1 Plat as "Beach (Accreting)"; and (f) All other improvements now or hereafter constructed, placed, erected or installed within the easements for the Private Streets, exclusive, however, of any aerial easements, water, sanitary sewer, electric, telephone, cable television and other utility lines (and all appurtenances thereto) now or hereafter lying, installed and maintained within the easements for the Private Streets, which lines and appurtenances are owned and maintained, or are to be owned and maintained, by any public authority or franchised public utility company.

Section 5. "Lot" shall mean and refer to all of the platted lots shown and reflected upon the recorded Plats of the Additions.

Section 6. "Declarant" shall mean and refer to Coastal Flats, Ltd. and its successors and assigns. However, as used in this paragraph, the term "assigns" shall not be construed to mean, refer to or include any person or entity which shall acquire from Coastal Flats, Ltd., or its successor, one (1) or more of the Lots in the Additions, whether improved or unimproved, for occupancy or resale, unless Coastal Flats, Ltd., or its successor, expressly assigns to such assignee all of its rights and privileges as "Declarant" under the Declaration.

Section 7. "Declaration" shall mean and refer individually and collectively to the following documents:

- a. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BISCAVNE, SECTION ONE, filed under Clerk's File No. 2003046626 of the Real Property Records, Galveston County, Texas;

- b. FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BISCAYNE, SECTION ONE, FOR BISCAYNE BEACH WEST ENTRY ROAD AND THE BISCAYNE, SECTIONS TWO AND THREE, filed under Clerk's File No. 2005081478 of the Real Property Records, Galveston County, Texas;

Section 8. "Member" shall mean and refer to those persons or entities holding membership in the Association, as provided in the Declaration.

Section 9. "Mortgage", "deed of trust" or "trust deed" shall mean and refer to a pledge of a security interest in or the creation of a lien upon a Lot (or Lots), together with any improvements thereon, to secure repayment of a loan made to the Owner(s) of such Lot or Lots (or made to another, but secured by such Lot or Lots).

Section 10. "Mortgagee" shall mean and refer to the beneficiary of, or secured party in, a mortgage on a Lot or Lots.

Section 11. Any terms not otherwise defined herein shall have the same meaning as defined in the Declaration, unless the context indicates otherwise.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Association shall be held any time within the first six (6) weeks of the calendar year, with required statutory notice to all Members.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors of the Association. Special meetings shall be called by the President or Board of Directors upon the written request of Members holding at least twenty-five percent (25%) of all votes of the Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call such meeting, by mailing a copy of such notice, postage prepaid, to each Member of the Association, addressed to the Member's mailing address last appearing upon the records of the Association or supplied by such Member to the Association for the purpose of receiving notice. Such written notice shall be given not less than ten (10) nor more than fifty (50) days prior to the date of such meeting. The notice shall specify the day, hour, and place of the meeting, and, in the case of a special meeting, the notice shall generally describe the business which may be conducted at the meeting. Notice properly addressed and with postage prepaid thereon shall be deemed given when deposited with the United States Postal Service.

Section 4. Quorum. Except where otherwise specifically provided to the contrary in the Declaration or these Bylaws, the presence at a meeting, in person or by proxy, of Members entitled to cast at least fifty percent (50%) of the votes of the Members shall constitute a quorum for the transaction of any business which may be taken or conducted at such meeting. Except where otherwise specifically provided to the contrary in the Declaration or these Bylaws, if a quorum is not present at a meeting, the Members present at the meeting, in person or by proxy, may adjourn and reconvene the meeting by making an oral announcement during the meeting, which said oral announcement shall include the time and place for the meeting to reconvene as designated by the Board of Directors.

For the purposes of a reconvened meeting, the percentage of Members necessary to achieve a quorum shall be reduced to the presence, in person or by proxy, of Members entitled to cast at least twenty-five percent (25%) of the votes of the Members. At such reconvened meeting, any business may be transacted as was set out in the notification of the original meeting.

Section 5. Proxies. At all meetings, whether annual or special, Members may be present and vote in person, by absentee ballot, or by written proxy. Proxies, in order to be effective, must be filed with the Secretary of the Association at or prior to the meeting. Proxies shall be revocable, and the proxy of an Owner shall automatically terminate on the conveyance by such Owner of their Lot.

Section 6. Voting. Voting shall be in accordance with the provisions of the Declaration. Excepting those instances where voting by class is specifically required by the Declaration or these Bylaws, voting shall be by the Members as a whole, and not by class.

Section 7. Method of Voting. Voting may occur through any method specified by these Bylaws or approved by the Board of Directors in a policy to be filed with the Galveston County Clerk, including in-person voting, proxy, absentee ballot, and sufficiently secured electronic voting methods.

Section 8. Majority Vote Controls. Except where a greater vote than a simple majority is specifically required by the Declaration or these Bylaws, all elections and other decisions of the Members shall be determined by a simple majority of the votes cast at a meeting which is duly called and held and at which the required quorum is present.

Section 9. Membership Voting List. It shall be the duty of the Secretary or the Treasurer to have available at each membership meeting a list of all Members. Such list shall be made available for inspection at the meeting by any Member upon request.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by the Board of Directors.

Section 2. Number and Qualifications. The number of Directors shall be five (5), provided, however, that the number of Directors may be increased and decreased by amendment of these Bylaws, but the number of Directors shall never be less than three (3). Directors must be Members of the Association.

Section 3. Election and Terms of Directors. Beginning at the 2022 annual meeting, the Board of Directors will adopt a staggered term of elections, to ensure that no more than two (2) directors will be up for re-election at any given time. Given that five (5) director were elected in 2021 for a one (1) year term, at the annual meeting for 2022 two (2) directors will be elected for three (3) year terms; two (2) directors will be elected for two (2) year terms; and one (1) director will be elected for a one (1) year term. Thereafter, the pattern of 1-2-2 will repeat thereafter indefinitely, with each director being elected for a three (3) year term. Directors appointed to fill vacancies caused by resignation, removal, or death shall serve only the remaining term of the position they are appointed to fill. At the election, every Member shall have the right to vote, in person or by proxy, or through any other approved method, for as many persons as there are Directors to be elected. Cumulative voting shall not be permitted. The nominees receiving the largest number of votes shall be elected.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by at least fifty percent (50%) of the votes of the Members, which may be cast at any regular meeting of the Members, or at a special meeting of the Members called for that purpose, which meeting is duly called and held and at which meeting a quorum is present. If a Director shall be removed by vote of the Members, then the vacancy resulting from such removal shall be filled by vote of the Members at the same meeting at which such Director was removed; otherwise, such resulting vacancy shall be filled in the manner provided in Section 5 below.

Section 5. Vacancies. Any vacancy on the Board of Directors resulting from the death, resignation or removal of a Director shall be filled by the remaining Directors (even though less than a quorum). Any Director elected to fill a vacancy shall serve for the duration of the term of the Director whose death, resignation, or removal created the vacancy. Vacancies created by an increase in the number of Directors, due to an amendment of these Bylaws, shall be filled by a vote of the Members of the Association at any regular meeting of the Members, or at a special meeting of the Members called for that purpose.

Section 6. Compensation. No Director shall receive any compensation for services rendered in such capacity, but a Director may be reimbursed for expenses actually incurred by them in the performance of their duties in such capacity. Additionally, nothing herein contained shall preclude or prohibit the payment of compensation to a Director, in their capacity other than as a Director,

for services rendered to the Association, such as for repair or maintenance services, as long as the Association fully complies with the requirements of Tex. Prop. Code § 209.0052, which limits contracts between the Association a current Association Board Member, a person related to a current association board Member within the third degree by consanguinity or affinity, a company in which a current Association Board Member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Association Board Member within the third degree by consanguinity or affinity has a financial interest in at least 51 percent of profits.

Section 7. Regular Meetings. Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

- (1) mailed to each property Owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or
- (2) provided at least 144 hours before the start of a regular Board meeting and at least 72 hours before the start of a special Board meeting by:
 - (A) posting the notice in a conspicuous manner reasonably designed to provide notice to property Owners' association Members:
 - (i) in a place located on the association's common property or, with the property Owner's consent, on other conspicuously located privately owned property within the subdivision; or
 - (ii) on any Internet website available to association Members that is maintained by the association or by a management company on behalf of the association; and
 - (B) sending the notice by e-mail to each Owner who has registered an e-mail address with the association. It is an Owner's duty to keep an updated e-mail address registered with the property Owners' association.

Section 8. Special Meetings. Special meetings of the Board of Directors may be held when called by the President or by any two (2) Members of the Board. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened, which objection shall be made known to and noted by the Secretary in the minutes of the meeting. A Director attending for the purpose of objecting to the transaction of business, as set forth above, shall not be considered in determining the existence of a quorum. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified on the notice or waiver of notice of such meeting.

Section 9. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Directors are present at such meeting, a majority of the Directors in attendance may recess the meeting as provided below. Every act taken or decision made by a majority of the Directors in attendance at a meeting which is duly called and convened, and at which a quorum is present, shall constitute the act or decision of the Board of Directors.

Section 10. Recess. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post 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 shall give notice of the continuation in at least one of the methods described in Section 8, above, within two hours after adjourning the meeting being continued.

Section 11. Action Without Meeting. The Board may take action outside of a meeting, including voting by electronic or telephonic means, 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 action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to Owners under Section 8, consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in assessments;
- (6) levying of special assessments;
- (7) appeals from a denial of architectural control approval;
- (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue;
- (9) lending or borrowing money;
- (10) the adoption or amendment of a dedicatory instrument;
- (11) the approval of an annual budget or the approval of an amendment of an annual budget;
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the Board;
- (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (15) the election of an officer.

ARTICLE V

POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 1. Enumeration of Powers. Without limitation, the Board of Directors shall have the power and authority to:

(a) Adopt and publish rules and regulations concerning the management and administration of the Association and Properties for the use, benefit and enjoyment of the Owners, and governing the use of the Common Area, including the personal conduct of the Members, their families, guests and tenants thereon, and to establish and enforce penalties for infractions of such rules and regulations, including the imposition of fines and penalties.

(b) Suspend, for non-payment of assessments, the right of any Member to use the recreational facilities located on or in the common area, and to suspend, for a period not to exceed sixty (60) days, for violation or infraction of the published rules and regulations, the right of a Member to use the recreational facilities located on or in the common area;

(c) Remove a Member of the Board of Directors from the Board of Directors in the event that such Director is absent from three (3) or more meetings of the Board during any one (1) calendar year;

(d) Employ a manager, independent contractors, accountants, attorneys and such other agents, employees or representatives as the Board shall deem necessary for carrying out the duties and obligations of the Association, and prescribing their duties and fixing their compensation. In this connection, it is expressly required (and the Board shall have no power to waive or vary such requirement) that any agreement for professional management of the Additions or of the affairs of the Association, in whole or in part, shall (i) have a term not exceeding three (3) years, and (ii) be subject to termination by either party, without cause and without the payment of any termination fee, on not more than ninety (90) days written notice;

(e) Prosecute any action or legal proceeding which, pursuant to the Declaration, the Association is authorized to bring for the purpose of (i) collecting any assessment due and owing by any Owner, (ii) enforcing, by foreclosure proceedings, the assessment lien securing the payment of any assessment which is due and owing to the Association, (iii) enforcing the use restrictions contained in the Declaration, and (iv) enforcing compliance with any and all other terms, covenants and provisions of the Declaration; and

(f) Exercise all rights, powers and discretions conferred upon the Association and/or the Board of Directors by these Bylaws, the Declaration, the Texas Property Code, the Texas Business Organizations Code, and any other statutes or laws except those which are specifically reserved to the Members of the Association by the provisions of these Bylaws, the Texas Property Code, the Texas Business Organizations Code, or any other statutes or laws.

Section 2. Enumeration of Duties. Without limitation, the Board of Directors shall have the duty to:

(a) Cause to be kept a complete and accurate record of all financial affairs of the Association, including assessments, collections and disbursements. A written financial report shall be furnished to the Members at each annual membership meeting or at any special meeting at

which such financial report is requested in writing, at least five (5) days prior to the date of such special meeting, by Owners holding at least fifty percent (50%) of the votes of the Members;

(b) Cause to be kept complete and accurate minutes of all meetings of the Members and Board of Directors;

(c) Supervise all officers, agents and employees of the Association and see that their respective duties are properly performed;

(d) As more fully provided in the Declaration: (i) fix the amount of the regular annual assessment against each Lot and give notice thereof to each and every Owner subject thereto; (ii) fix the amount of any additional lot assessment and give notice thereof to each and every Owner subject thereto; (iii) upon the approval by the Members of a special assessment for capital improvements, fix the amount of such assessment against each Lot and give notice thereto to each and every Owner subject thereto; (iv) issue or cause to be issued, upon request by any mortgagee or other person, a certificate setting forth whether or not any assessments on a specified Lot have been paid; and (v) collect the assessments when due and payable in any manner provided in the Declaration, including, without limitation, suit for collection or action for foreclosure of the assessment lien;

(e) If deemed necessary by the Board of Directors in its sole discretion, procure and maintain fire and extended coverage upon the insurable improvements in or on the Common Area, and to repair, rebuild, replace, or reconstruct any such improvements as shall be damaged or destroyed by fire or other casualty, all as provided in the Declaration;

(f) If deemed necessary by the Board of Directors in its sole discretion, procure and maintain comprehensive general liability insurance, worker's compensation insurance, director's and officer's insurance, and standard fidelity bonds, in such amounts or limits and for such purposes and with such coverage as provided in the Declaration;

(g) Perform all maintenance, repairs and replacements, including, without limitation, maintenance and repair of the Common Area required of the Association under the Declaration; and, at the election of the Board of Directors, perform any maintenance, repairs and replacements which the Association, under the Declaration, has the option to perform for the account of any Lot Owner who fails or refuses to perform their own maintenance, repair and replacement obligations under the Declaration;

(h) Perform or cause to be performed all other duties and obligations of the Association under the Declaration.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The President and Vice President shall at all times be Members of the Board of Directors, and the Secretary and the Treasurer may or may not be Members of the Board of Directors. Any two (2) or more offices may be combined or held by the same person, except the same person may not simultaneously hold the offices of President and Secretary.

Section 2. Election of Officers. The officers shall be elected annually by the Board of Directors at the first regular or special meeting by the Board of Directors following the annual meeting of the Board of Directors following the annual meeting of Members. Each officer shall hold office for a term of one (1) year or until their successor is elected. Any office may be held by the same person for successive terms, as there is no prohibition against any officer holding successive terms.

Section 3. Assistant Officers. The Board of Directors may elect such assistant officers as the Board shall determine necessary for the conduct of the affairs of the Association. The authority, duties and terms of such assistant officers shall be fixed by the Board of Directors by resolutions from time to time adopted by the Board.

Section 4. Resignation or Removal. Any officer may be removed from office by the Board of Directors at any time, with or without cause, and any officer may resign from office at any time by written resignation tendered to the Board of Directors. Any resignation tendered by an officer shall be effective as of the date thereof or as of the date specified in the notice of resignation; and, unless otherwise specified in the notice of resignation, acceptance of such resignation by the Board of Directors shall not be necessary to make same effective.

Section 5. Vacancies. Any vacancy in an office resulting from the death, resignation or removal of an officer, or resulting from the creation of a new office, shall be filled by election or appointment by the Board of Directors. Any officer elected to fill a vacancy resulting from the death, resignation or removal of an officer shall serve the unexpired term of their predecessor in such office. Any officer appointed to fill a vacancy resulting from the creation of a new office shall hold office until the next annual election of officers or until their successor is elected.

Section 6. Duties of President. The President shall preside over all meetings of the Members and the Board of Directors; shall see that all orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts, easements, notes and other instruments of the Association; and shall perform such other duties as are normally performed by the president of a corporation.

Section 7. Duties of Vice President. The Vice President shall act in the place of the President in the event of their absence, disability or refusal to act; shall exercise and discharge such

other duties as may be assigned to them by the Board of Directors; and shall perform such other duties as are normally performed by the vice president of a corporation.

Section 8. Duties of Secretary. The Secretary shall record the votes and minutes of all meetings of the Board of Directors and of the membership ; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing all Members of the Association and their current mailing addresses; shall maintain a current record of the holders of all first mortgages on the Lots in the Additions (from information furnished to them by the Lot Owner); shall perform such other duties as may be assigned to them by the Board of Directors; and shall perform such other duties as are normally performed by the secretary of a corporation.

Section 9. Duties of Treasurer. The Treasurer shall be primarily responsible for the collection of assessments due the Association; shall receive and deposit, in appropriate accounts established by the Board of Directors, all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; shall sign all checks or other orders for payment of funds of the Association, either alone or jointly with another officer, as determined from time to time by resolution of the Board of Directors; shall keep proper books and records of all financial matters of the Association and present financial reports to the Members as required in these Bylaws; shall, with the assistance of the other officers, fix the annual budget and regular annual assessment on the Lots in the Additions and shall give notice thereof to the Owners of all Lots subject to such assessment, as required in the Declaration; shall cause the required Federal and State tax returns and reports to be prepared and filed; shall perform such other duties as shall be assigned to them by the Board of Directors; and shall generally perform the duties of the office of treasurer of a corporation.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Obligation to Indemnify. The Association shall indemnify any Director or officer, or former Director or officer, for all liability and reasonable expenses and costs (including, without limitation, attorneys' fees, judgments, penalties, including excise and similar taxes, fines and settlements) actually and necessarily incurred by them in connection with any claim asserted against them, by action in court or otherwise, by reason of their being or having been such Director or officer.

Section 2. Directors' and Officers' Liability Insurance. In addition to all other insurance which the Board of Directors is required to maintain pursuant to the Declaration or these Bylaws, the Board of Directors may, at its election (and as a common expense of the Association), maintain a policy or policies of directors' and officers' liability insurance.

ARTICLE VIII

COMMITTEES

Section 1. Establishment of Committees. The Board of Directors may create and establish such committees as the Board shall deem appropriate or necessary; fix the duties and authorities of the committees; and appoint Members to such committees. The Board may delegate to any such committee any power or authority which is conferred upon the Board of Directors by the Declaration, these Bylaws, or by the Texas Business Organizations Code, except for any authority that is specifically reserved in the Declaration, these Bylaws or said Texas Business Organizations Code to (a) the Declarant, (b) the Members, or (c) the Board of Directors.

ARTICLE IX

ASSESSMENTS

Section 1. General Provisions. As more fully provided in the Declaration, each Member is obligated to pay to the Association regular annual assessments and special assessments for capital improvements and, in certain special cases, additional assessments, which assessments, together with interest, costs and reasonable attorneys' fees, are secured by a continuing assessment lien (with power of sale) upon the Lots (and the improvements thereon) against which the assessments are made. Any assessments which are not paid when due are considered delinquent. The Association may bring an action at law against the Owner and any other person(s) personally obligated to pay the same or may foreclose the lien upon the property against which the assessment was made. Interest, costs and reasonable attorneys' fees shall be added to the amount of any delinquent assessment. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of their Lot.

ARTICLE X

BOOKS AND RECORDS

Section 1. Inspection by Members. The books, records and papers of the Association shall be subject to inspection by any Member during normal business hours. The Declaration, Articles of Incorporation and Bylaws shall be available for inspection at the principal office of the Association, and copies thereof shall be made available to Members of the Association for a reasonable charge.

Section 2. Current Mortgage Register. It shall be the duty of each Owner to furnish to the Secretary of the Association, within ten (10) days after the acquisition of a Lot or Lots in the Additions, with the name and mailing address of any mortgagee holding a first mortgage upon such Owner's Lot or Lots. Upon any substitution or changes in any such mortgagee, it shall be the duty of each Owner to notify the Secretary, within ten (10) days thereafter, of the name and mailing address of such substituted first mortgagee.

Section 3. Current Register of Owners. Among the duties of the Secretary is the maintenance of a current list of all Members and their current mailing addresses. It shall be the duty of each Owner to give written notice to the Secretary of any transfer or change of ownership of any Lot in the Additions, within ten (10) days after same is made, including the correct name and mailing address of the new Owner thereof. Further, it shall be the duty of each Member to advise the Secretary in writing of any change in such Member's mailing address for receipt of notice from the Association.

ARTICLE XI

AMENDMENT OF BYLAWS

Section 1. Procedure for Amendment. These Bylaws may be amended at any regular or special meeting of the Members by a majority vote of all Members. Any proposed amendment shall be incorporated in the notice of the meeting sent to the Members; and, upon the adoption of any amendment, written notice of such amendment shall be given to each of the Members (whether in attendance at or absent from such meeting) within thirty (30) days after the adoption thereof.

ARTICLE XII

CONFLICTS

Section 1. Conflict with Declaration. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control over conflicting provisions of these Bylaws.

ARTICLE XIII

NON-PROFIT ASSOCIATION

This Association is not organized for profit. No Owner or Member of the Board of Directors shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be distributed to, or inure to the benefit of, any Member or the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services in effecting one or more of the purposes of the Association, and (2) that any Member of the Board of Directors may from time to time, be reimbursed for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV

REGISTERED OFFICE

The registered office and the principal office for the transaction of business of the Association shall be, until changed in writing, is 17049 EL Camino Real #100, Houston TX 77058 and the registered agent shall be Tiffany Carter - Houston Community Management Services.

ARTICLE XV

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all instruments of conveyance or encumbrance, including promissory notes, for and on behalf of the Association shall be the President or Vice President whose signature may be attested by the Secretary of the Association.

ARTICLE XVI

MISCELLANEOUS

The invalidity of any provision or provisions of these Bylaws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these Bylaws, and in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provisions had never been included herein.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

ADOPTED BY THE BOARD OF DIRECTORS
on the ____ day of _____, 2021.

[signatures on following pages]



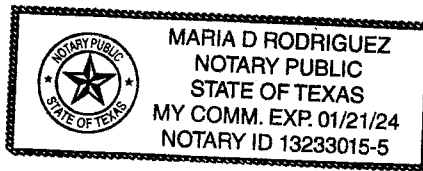
Mark De Santis – President

Sworn to and subscribed before me by Mark De Santis on December 20 2021.



Notary Public in and for
the State of Texas

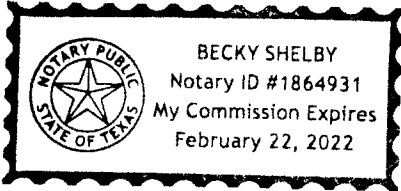
My commission expires: 01/21/2024



Christopher Morgan
Christopher Morgan - Vp

Sworn to and subscribed before me by Christopher Morgan on 14th December 2021.

Becky Shelby
Notary Public in and for
the State of Texas

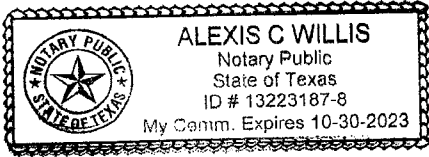


My commission expires: 2-22-22

Ly m. Lac

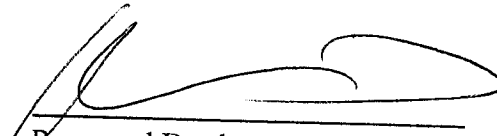
Ly Lac - Treasurer

Sworn to and subscribed before me by Ly Lac on Dec. 14, 2021.

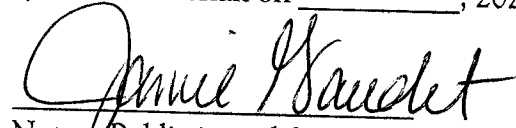


Alexis C Willis
Notary Public in and for
the State of Texas

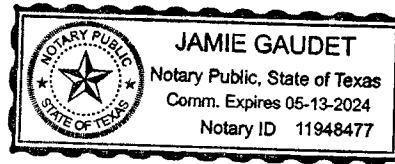
My commission expires: 10-30-2023


Raymond Derderian - Secretary

Sworn to and subscribed before me by Raymond Derderian on December 14, 2021.


Notary Public in and for
the State of Texas

My commission expires:



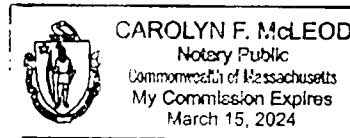
Kellie Teal-Guess
Kellie Teal-Guess - Director

Sworn to and subscribed before me by Kellie Teal-Guess on *12-14*, 2021.

Carolyn F. McLeod
Notary Public in and for
the State of Texas

My commission expires:

March 15, 2024



FILED AND RECORDED

Instrument Number: *2022005913*

Recording Fee: 98.00

Number Of Pages: 20

Filing and Recording Date: 01/27/2022 9:49AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*