
**RESTATED AND AMENDED
BYLAWS**

OF

**VILLAGE AT MASON CREEK
TOWNHOME ASSOCIATION, INC.**

**A TEXAS NONPROFIT
CORPORATION**

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EXHIBIT "A" – PINES SUBDIVISION EXCLUDED PROPERTY

**RESTATED AND AMENDED
BYLAWS**

OF

VILLAGE AT MASON CREEK TOWNHOME ASSOCIATION, INC.

A TEXAS NONPROFIT CORPORATION

ARTICLE I
Name; Offices

1.1 Name. The name of the corporation is VILLAGE AT MASON CREEK TOWNHOME ASSOCIATION, INC. (hereinafter referred to as the "**Association**").

1.2 Principal Office. The principal office of the Association will be located at the offices of the Managing Agent or other designated representative of the Association as set forth in the Association's most recently Filed of Record management certificate. The address of the principal office may be changed at any time by resolution of the Board of Directors. The Association may also have offices at such other places as the Board of Directors may from time to time designate or as its business may require.

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

ARTICLE II
Definitions

2.1 Incorporation of Definitions. All definitions as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for the Village at Mason Creek Townhomes as filed on January 25, 2005 under Clerk's File No. Y214929, as amended by instruments filed on June 15, 2005, January 12, 2007, January 3 2008, January 15, 2008 and August 14, 2012 and under Clerk's File Nos. Y543181, 20070028872, 20080004872, 20080025557 and 20120369626, respectively, Official Public Records of Real Estate Property of Harris County, Texas, as amended (the "**Declaration**"), including **Article I** of the Declaration, are hereby incorporated by reference herein.

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

"Applicable Law" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction as to the Subdivision, including applicable zoning, building codes, fire codes, health codes or safety codes, or permitting or licensing requirements, which are in effect at the

time a provision of the Governing Document is applied, and pertaining to the subject matter of the provision. References to specific Applicable Law do not apply if and to the extent the same thereafter cease to apply, in whole or in part, by operation of law.

"Assessments" (whether or not capitalized) means and includes all assessments as provided in the Declaration, and any other monetary obligations levied, charged or assessed against a Lot or Owner or otherwise owed by any Owner or Owner tenant to the Association as permitted or required by the Governing Documents or by law.

"Bylaws" means these Restated and Amended Bylaws of Village at Mason Creek Townhome Association, Inc., and all lawful amendments thereof.

"Electronic Means" means, refers to and applies to (i) any method of notices or other communications by email, by facsimile, or by posting on or other method of communication via the Internet, or any combination thereof, as permitted by the Governing Documents or by Applicable Law, or (ii) holding of any meetings by remote communications technology as permitted by the Governing Documents or by Applicable Law by means of conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination of those means. ALL OWNERS AND TENANTS ARE REQUIRED TO MAINTAIN THE CAPABILITY TO RECEIVE AND TO CONFIRM RECEIPT OF NOTICES AND OTHER COMMUNICATIONS AS PROVIDED IN THE GOVERNING DOCUMENTS, INCLUDING **SECTION 10.4** of these Bylaws.

"Filed of Record" or **"Filing of Record"** means an instrument that has been filed in, or the filing of an instrument in, the Official Public Records of Real Property of Wharton County, Texas, or filed or filing in other public records as the context otherwise specifies or requires.

"Governing Documents" means all instruments, including all "documents" as defined in the Declaration and applicable provisions thereof regarding the use, maintenance, repair, replacement, modification or appearance of any properties within the Subdivision, including each Lot, or any rights, responsibilities or obligations of any Owner, tenant or their Related Parties pertaining thereto, or to the Association, the Board or the Architectural Review Committee, including without limitation the Declaration, these Bylaws and the Articles of Incorporation of the Association, Rules and Regulations, all written decisions and resolutions of the Board or the Architectural Review Committee, and all lawful amendments to any of the foregoing.

"Lot" means any of the numbered plots of land shown upon a plat of the Subdivision, including any Attached Unit Lot (a Townhome).

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

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

"Plat" means each of the following maps or plats of the Subdivision, to wit:

MASON CREEK VILLAGE, an addition in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. Y144583, Official Public Records of Real Property of Harris County, Texas and recorded in Clerk's Film Code No. 572294, Map Records of Harris County, Texas.

PINES SUBDIVISION, an addition in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. Z178254, Official Public Records of Real Property of Harris County, Texas, and recorded in Clerk's Film Code No. 589192, Map Records of Harris County, Texas, SAVE AND EXCEPT AND EXCLUDING all of the real property as more particularly described in Exhibit "A" attached hereto and incorporated by reference herein.

"Related Parties" means and applies as follows:

(a) Owners and Tenants. Tenants of each Owner are Related Parties of that Owner and with respect to each such Owner and each such tenant Related Parties of each include (i) their respective family and other household members, including in particular but without limitation all children and other dependents, (ii) their respective guests, invitees, servants, agents, representatives and employees, and (iii) all other persons over which each has a right of control or under the circumstances could exercise or obtain a right of control.

(b) Association and Committees. Related Parties of the Association and the Architectural Review Committee include their respective officers, directors, committee members, servants, agents, representatives and employees regarding all matters pertaining to any of the foregoing representative capacities.

"Subdivision" means the residential community as more particularly described in the Plats, and to any other real property subjected to the Declaration and other applicable Governing Documents, if any.

ARTICLE III Membership; Voting Rights

3.1 Membership. As more fully described in the Declaration, every Person who is the Owner of a fee simple title or undivided fee simple title interest applicable to any Lot that is subject to the Declaration is a Member of the Association.

3.2 Entity Representatives. Each Owner who is not a natural person may vote, consent, approve or otherwise act on behalf of such Owner through a Governing Person, or through another natural person who is designated in writing by a Governing Person (a "**Designated Representative**"). "**Governing Person** means an authorized person who is serving as a part of the governing authority of an entity as provided in Section 1.002(35) of the Texas Business Organization Code, as amended. A Governing Person includes an authorized officer or director of a corporation, an authorized general partner of a limited partnership, or an authorized officer, manager or managing member of a limited liability company. Any person so acting thereby represents and warrants the person has such authority.

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

3.4 Voting Rights and Methods.

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

3.4.2 Calculation of Votes. The Owner of each Lot will have one vote for each Lot owned as to each matter which is properly placed before the membership for a vote, including election of Directors.

3.4.3 Method of Voting. Voting rights of an Owner may be cast or given in person or by proxy at any meeting of Owners, including any meeting by Electronic Means, or in any other manner as provided herein. The Association is not required to provide any Owner with more than one voting method so long as each Owner may vote in person or by proxy. Except as next provided regarding secret ballots, any vote cast by an Owner must be in writing and signed by the Owner. The Board may amend these Bylaws or adopt policies to allow voting (i) by electronic or absentee ballot as provided in **Section 3.5.2**, or (ii) by secret ballot as provided in **Section 3.5.5**, or (ii) by any other means as permitted by Applicable Law.

3.5 Voting Procedures.

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

3.5.2 Voting by Electronic or Absentee Ballot.

(a) The Board may, but is not obligated to, permit Members to vote on any matter by electronic or absentee ballot in accordance with Section 209.00592 of the Texas Property Code to apply to any particular meeting or part thereof, or to apply to all meetings or parts thereof. **VOTING BY ELECTRONIC OR ABSENTEE BALLOT IS NOT PERMITTED UNLESS AND EXCEPT AS AUTHORIZES BY THE BOARD.**

(b) The voting rights of an Owner may be cast or given by electronic ballot if and as authorized by the Board as provided in subsection (a) above. An “**electronic ballot**” means a ballot (i) given by email, facsimile or posting on an Internet website, (ii) for which the identity of the Owner submitting the ballot can be confirmed, and (iii) for which the Owner may receive a receipt of the electronic transmission and receipt of then Owner’s ballot. If an electronic ballot is posted on an Internet website, a notice of the posting must be sent to each Owner that contains instructions on obtaining access to the posting on the website.

(c) An absentee or electronic ballot:

(1) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;

(2) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and

(3) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(d) for purposes of subsection (c) above, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(e) a solicitation for votes by absentee ballot must also comply with the requirements of Section 209.00592(c) of the Texas Property Code.

3.5.3 Voice or Show Votes. Except as provided in **Section 3.5.5(a) or (b)** Members may vote by voice or show of hands as to any matters at a meeting, including approval of minutes, appointment of Vote Tabulators, when applicable, appointment of meeting officials, when applicable, adjournment of a meeting or as to any uncontested matters. The results of any such vote must be reflected in the minutes of the meeting.

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

3.5.5 Ballots.

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

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

(c) Electronic votes cast by electronic or absentee ballot or as otherwise permitted herein or by Applicable Law constitute written and signed ballots.

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

(e) The Board may amend these Bylaws or adopt policies to allow voting by secret ballot by Association Members on any or all matter. In such event, the Board

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

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

3.6 Verification and Tabulation of Voting Results.

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

3.6.2 Vote Tabulators, Including Internet Services.

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

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

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

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

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

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

3.6.4 Proxies and Ballots Confidential.

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

(b) Subsection (a) above does not preclude administrative processing of ballots or proxies by a Managing Agent, or by other Association management personnel or by alternative meeting officials as provided in **Article VII**, provided that all such parties must maintain the confidentiality of the ballots or proxies as provided in subsection (a).

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

3.6.6 Verification and Announcement as to Ballot and Proxy Vote.

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

(b) When tabulating any voting results at a meeting, the Vote Tabulators may disregard any proxy or ballot the validity of which is reasonably in doubt. If after disregarding any doubtful ballots or proxies, the results of such tabulation would not be changed even if all doubtful ballots or proxies were counted as votes against the results otherwise obtained, a final tabulation will be announced at the meeting as above provided. If the results of any vote would be changed by counting the doubtful ballots or proxies as aforesaid and the Vote Tabulators are unable to reasonably determine the validity of sufficient ballots or proxies to determine final results, then the meeting will be adjourned as to the affected matter or matters, and a final tabulation will be made as soon as practicable after the meeting. In the latter case the Vote Tabulators will make every reasonable effort to finally validate or invalidate all doubtful ballots and proxies within ten days after the meeting, the membership must be so notified, and the meeting will then be closed. If a reasonably certain result cannot be announced within the 10-day period, then the Vote Tabulators must so notify the chairperson for the meeting and all votes as to the affected matter or matters will be void. The chairperson must then reconvene the meeting for another vote within thirty days as to any election of Directors, if applicable, and

may as to any other affected matter or matters either include any such other matters for a vote in the reconvened meeting or declare the meeting closed as to any or all such matters, and the membership must be so notified

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

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

ARTICLE IV Meetings of Members

4.1 Annual Meetings. The Board must call an annual meeting of Owners. Each annual meeting will be held during the month of February of each calendar year, beginning in February 2021.

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

4.3 Methods for Holding of Member Meetings. Meetings of the Owners may be held in person or in any other manner as provided in **Section 7.1** regarding alternate forms of meetings, or any combination of these methods. Meetings of the Owners will be conducted in accordance with applicable provisions of **Sections 7.1** and/or **7.2**.

4.4 Notice of Owner Meetings.

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

4.4.2 Timing for Notice of Owner Meetings. Notice must be given to Owners of an election or vote to be taken at a meeting of the Owners or as to any other meeting of the Owners not later than the tenth day or earlier than the sixtieth day before the date of the meeting. For an election or vote which will not be taken at a meeting of the Owners, notice of the election or vote must be given as provided in **Section 7.2** regarding action without a meeting.

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

4.5 Quorum.

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

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

4.5.3 If at any time during a meeting or adjourned meeting a quorum is established for the meeting, then at such time and thereafter the Members present or represented at the meeting or adjourned meeting may continue to transact business at the meeting notwithstanding subsequent withdrawal of enough Owners to leave less than a quorum until the closing of the meeting.

4.6 Majority Vote. The vote of a majority of the votes entitled to be cast or given at any meeting of Owners at which at least a quorum has been established as provided in **Section 4.5.3** is the act of the Owners' meeting except as otherwise required by the Association's Certificate of Formation, the Declaration or these Bylaws, or by Applicable Law. All such acts at each meeting of Owners are binding upon all Members and Owners.

ARTICLE V Board of Directors

5.1 Organization; Authority. The affairs of the Association will be managed by a Board composed of three Directors. The number of Directors may be increased or decreased from time to time by amendment of these Bylaws, provided that the Board may not have less than three Directors. Unless otherwise expressly required by Applicable Law or other applicable

provision of the Governing Documents, the Board of Directors has and may exercise all rights, powers and authority of the Association.

5.2 Composition.

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

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

5.3 Board Positions; Terms of Office.

5.3.1 Beginning with the 2021 annual meeting of Owners, Directors will be elected to one of three Board Positions designated as Positions One through Three. Directors will be elected at the 2021 annual meeting of Owners for terms as provided in **Section 5.4**. Thereafter, Directors will be elected for three-year terms.

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

5.4 Nomination; Election; Cumulative Voting Prohibited.

5.4.1 Nominations.

(a) Before each meeting of Owners at which Owners will elect Directors, the Board of Directors will make reasonable efforts to obtain at least as many nominees for election to the Board as will be required to fill all Board Positions to be filled by election at the ensuing meeting. Nominations may also be made from the floor at each such meeting.

(b) At least fifteen days before giving of notice of any meeting of Owners at which voting will be held for election by Owners of any Director, the Association must provide notice to all Owners soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the tenth day after the date the Association provides the notice.

(c) The notice required by subsection (b) must be:

(1) mailed to each Owner, or

(2) provided by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Owners in a place located on the Association's

common area property, or on any Internet website maintained by the Association, and (ii) sending the notice by email to each Owner who has registered an email address with the Association.

(d) The Association must include in any ballot, including in any absentee or electronic ballot if applicable as provided in **Section 3.5.2**, the name of each eligible candidate as nominated by the Board and the name of each eligible candidate from whom the Association receives a request to be placed on the ballot in accordance with this **Section 5.4.1**.

5.4.2 Election.

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

(b) At the time of adoption of these Bylaws in 2020, the term of one current Director will expire in 2021 and the terms of two Directors will expire in 2022. Prior to the 2021 annual meeting one Director whose term would have expired in 2022 will either resign as of the closing of the 2021 annual meeting or run for election at the 2021 annual meeting as next provided. At the 2021 annual meeting of Owners two Directors will be elected, the nominee receiving the largest number of votes to be elected for a three-year term and the nominee receiving the next largest number of votes to be elected for a two-year term.

(c) At the 2022 annual meeting of Owners and thereafter one nominee will be elected for a three-year term. The nominee receiving the largest number of votes will be elected.

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

5.5 Vacancies on Board of Directors.

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

5.5.2 Removal by Owners. Any Director may be removed, either for or without cause, at any special meeting of Owners by the affirmative vote at the meeting of the Owners of

not less than a majority of all Lots then contained in the Subdivision. The notice calling such meeting must give notice of the intention to act upon such matter. If one or more Directors are removed, then the Owners present, in person or by proxy, must set a date, which is not less than ten nor more than sixty days after the date of the meeting, for a subsequent special meeting of the Owners to fill the vacancy or vacancies.

5.5.3 Automatic Removal.

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

(b) If the Board is presented with written and documented evidence from a database or other record maintained by a governmental law enforcement authority that a Director or a nominee for election to the Board was convicted of a felony or other crime involving moral turpitude not more than twenty years before the date the Board is presented with the evidence, then the Director or nominee is immediately ineligible to serve on the Board, is as applicable automatically removed from the Board, and is prohibited from future service on the Board at any time during the aforesaid 20-year period. Any vacancy created as aforesaid will be filled by the Board as provided in **Section 5.5.1**.

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

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

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

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

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

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

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

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

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

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

5.8 Managing Agent; Management Certificates. The Board may at any time employ a Managing Agent for the Association, on such terms and for such compensation, and to perform such duties and services, as determined and authorized by the Board, subject however to any limitations as set forth in the Declaration. Whether or not a Managing Agent is employed, the Association must file or caused to be filed appropriate management certificates in accordance with Section 209.004 of the Texas Property Code.

ARTICLE VI Meetings of Directors

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

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

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

6.2 Annual Organizational Meeting. Within thirty days after each annual meeting of Owners at which the Owners elect one or more Directors, the Board of Directors will hold an annual organizational meeting of the Board for the purposes of election of all officers of the Association and the transaction of such other business as determined by the Board.

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

6.4 Special Meetings. Special meetings of the Board of Directors must be held when called by the President of the Association or by any two Directors. Except in the case of

an Emergency, notice to Directors, including as to the purpose or purposes of the special meeting, must be given to all Directors not less than 72 hours before the start of the special meeting.

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

6.6 Open Board Meetings Required. All Board meetings are open to all Members of the Association subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session as provided in **Section 6.7.2**.

6.7 Conducting of Board Meetings.

6.7.1 Methods for Conducting of Board Meetings. Board meetings may be held in person or in any other manner as provided in **Section 7.1** regarding alternate forms of meetings, or any combination of these methods. Board meetings will be conducted in accordance with applicable provisions of **Sections 7.1** and **7.2**.

6.7.2 Closed Executive Sessions.

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

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

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

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

6.8 When Open Board Meeting with Notice to Owners Required. The Board may not, unless done at an open Board meeting for which prior notice to Owners was given as provided in **Section 6.9.2**, consider or vote on: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural control approval; (viii) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue; (ix) lending or borrowing money; (x) the adoption of amendments of a dedicatory instrument; (xi) the approval of an annual budget or the approval of an amendment of an annual budget that increased the budget by more than ten percent (10%); (xii) the sale or purchase of real property; (xiii) the filing of a vacancy on the Board; (xiv) the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or (xv) the election of an officer.

6.9 Notice of Board Meeting.

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

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

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

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

6.10 Board Action Outside of a Board Meeting. Except as provided in **Section 6.8** regarding open Board meetings with notice to Owners, the Board may take action outside of a Board meeting without prior notice to Owners as provided in **Section 7.2**.

ARTICLE VII

Other Meeting and Action Matters: Committees

7.1 Conducting of Meetings.

7.1.1 Meeting Officials; Rules of Conduct.

(a) The President of the Association will act as the chairperson for all Owner and Board meetings. The Secretary of the Association will act as the secretary for all Owner and Board meetings. If either is absent, or is unable or unwilling to act, then the Director or Directors at the meeting will appoint a chairperson and/or secretary. In any other case the Owners present at the meeting will by majority vote appoint a chairperson and/or Secretary. In

lieu of any of the foregoing, the Board may designate the Managing Agent (or any personnel of the Managing Agent) or any other alternate meeting official as provided below to act as the chairperson and/or secretary for any such meeting.

(b) The chairperson for each Owner meeting and each Board meeting will call to order and preside over the meeting, verify a quorum, call for and conduct voting and verify or direct the proper verification of voting results as herein provided, resolve procedural disputes, decide who is entitled to address the meeting and the duration thereof, establish limits on the period of time to be allowed for discussion of any given issue, motion or other matters, and in general will supervise the orderly conduct of the meeting and obtaining of correct expressions of the decisions made thereat.

(c) Without limitation of subsection (b) above, the Board may at any time adopt policies for conducting of any Owner meeting and/or Board meeting, including as to prior notice required to be placed on a meeting agenda and rules for participation. Subject to such policies, the chairperson for each meeting is authorized to regulate all aspects of the conducting of and participation in each meeting. The foregoing includes without limitation regulation of the conduct of and all communications between all meeting participants, including limiting or prohibiting conduct or communications or expulsion from a meeting due to verbal abuse, insults or derogatory name-calling, cursing, confrontational, aggressive or threatening behavior or any other disorderly or disruptive conduct or communications. The chairperson may be guided as to the same by the then current Robert's Rules of Order when not in conflict with these Bylaws or other Governing Documents. However, the reasonable determinations of the chairperson as to the conducting of the meeting are final, and no failure to abide by Robert's Rules of Order will in any manner invalidate any proceedings, actions or votes as to any meeting.

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

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

7.1.4 Alternative Forms of Meetings.

(a) Any meetings of the Owners, the Board or any committee may be held in person or by Electronic Means, being by means of a conference telephone or similar communications system, including videoconferencing technology or the Internet, or any combination of these means. Video capability is not required for any such meeting.

(b) If any Board meeting is held by Electronic Means, in whole or in part, the system must (i) permit each Board member to hear and be heard by every other Board member, and (ii) except for any portion of the meeting conducted in executive session (y) permit all Owners in attendance at the meeting to hear all Board members, and (z) allow Owners to listen using any Electronic Means used or expected to be used by a Board member to participate. In addition, the notice of the meeting, when required, must include instructions for

Owners to access any Electronic Means required to be accessible for Owners to listen as aforesaid.

(c) If any meeting of Owners is held by Electronic Means, in whole or in part, the system must permit each Director or Owner participating in the meeting to communicate with all other Directors or Owners participating in the meeting. In addition, the notice of the meeting, when required, must include instructions for Owners to access any Electronic Means required to be accessible for Owners to participate in the meeting as aforesaid.

(d) If voting is to take place at a meeting held by Electronic Means, then the Association must (i) implement reasonable measures to verify that every person voting at the meeting by Electronic Means is sufficiently verified, and (ii) keep a record of any vote or other action taken.

7.1.5 Attendance or Participation Constitutes Presence. A person's attendance at or participation in a meeting at any time, in person, by agent or proxy or by Electronic Means, constitutes presence at the meeting for all purposes unless the person participates in or attends the meeting solely to object to the transaction of any business at the meeting on the ground that the meeting was not lawfully called or convened.

7.1.6 Waiver of Notice. Notice of any meeting may be waived if the Person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before, at or after the date or time of the meeting. If a Person entitled to notice of a meeting attends or participates in the meeting as provided above, the Person's participation or attendance constitutes a waiver of notice of the meeting

7.2 Action Without Meeting.

7.2.1 Board Meeting Exceptions. This **Section 7.2** does not apply to any action which is required to be taken at an open Board meeting with notice to Owners as provided in **Section 6.8**.

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

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

Managing Agent or the President of the Association by receipted personal delivery, by mail or by Electronic Means. Promptly after receiving authorization for any action by written consent, the Association must notify each Director or Owner, as applicable, who did not sign a consent as to all action authorized by the consent.

7.2.4 Board Action Outside of a Board Meeting. Except as provided in **Section 6.8** regarding open Board meetings with notice to Owners, the Board may take action outside of a Board meeting, including voting by Electronic 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 such action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures so approved, and documented in the minutes of the next regular or special Board meeting.

7.2.5 Counterparts; Copies. A consent under this Section may be executed in multiple counterparts, each of which will be deemed an original. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a signed written consent may be substituted or used instead of the original writing for any purpose for which the original writing could be used.

7.2.6 Notices. Except as next provided, any advance notice required for an action to be taken at a meeting is not required to be given to take the action by written consent or by Board action outside of a meeting. For an election or vote by Owners which will not be taken at a meeting of the Owners, notice of the election or vote must be given to Owners entitled to vote on any matters under consideration not later than the twentieth day before the latest date on which a ballot or proxy may be submitted to be counted.

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

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

7.5 Committees. The Board of Directors, by resolution adopted by a majority of the Directors in office, may from time to time appoint, organize, reorganize and abolish such committees as it may deem desirable. Any committee which will have or exercise any authority of the Board in the management of the Association must be established in accordance with Section 22.218 of the Texas Business Organizations Code. The foregoing does not apply to the Architectural Review Committee as to which all applicable provisions of the Declaration apply and control.

7.6 Notice and Limitations Periods. NOTICE AS TO ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION REGARDING ANY MEETINGS OR ACTIONS OF THE BOARD OR OF THE OWNERS MUST BE GIVEN TO THE ASSOCIATION NOT LATER THAN 120 DAYS AFTER, AND SUIT REGARDING ANY SUCH MATTER(S) MUST BE FILED IN A

COURT OF COMPETENT JURISDICTION NOT LATER THAN TWO YEARS PLUS ONE DAY AFTER, THE DATE ANY CLAIM OR CAUSE OF ACTION REGARDING THE SAME ACCRUES. **ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION REGARDING ANY SUCH MATTERS AS TO WHICH NOTICE IS NOT GIVEN OR AS TO WHICH SUIT IS NOT FILED AS AFORESAID IS THEREAFTER WAIVED, BARRED, RELEASED AND FOREVER DISCHARGED.** THE FOREGOING IS IN ADDITION TO AND NOT IN LIMITATION OF **SECTION 3.6.8** WHICH CONTROLS REGARDING A RECOUNT OF ANY VOTES.

ARTICLE VIII OFFICERS

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

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

8.3 Resignation and Removal. Any officer is automatically removed from office in like manner as a Director as provided in **Section 5.5.3** regarding automatic removal of Directors. Any officer may be removed from office at any time and with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the President or any Director. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation by the Board of Directors will not be necessary to make it effective.

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

8.5 Duties of Officers.

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

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

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

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

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

ARTICLE IX Amendment

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

9.2 Amendment by Owners. These Bylaws may be amended, in whole or in part, at any annual or special meeting of the Owners. The notice for any meeting of the Owners at which any amendment of these Bylaws is to be considered must state such purpose and must contain or be accompanied by a true and correct copy of the proposed amendment(s) or a summary statement thereof. In the event of any conflict between any provisions of any amendment adopted by the Board and any provisions of any amendment adopted by the Owners, the provisions of the amendment adopted by the Owners will control.

9.3 Binding Effect; Effective Date. Any amendment adopted in accordance with this Article is binding upon all Members and all Owners. Any such amendment will be effective upon the date of Filing of Record of or such later date as expressly stated in the amendment.

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

ARTICLE X
Miscellaneous

10.1 Limitation of Liability; Indemnification.

10.1.1 General.

(a) "Association Representative(s)" Defined. As used in this **Section 10.1.1, "Association Representative(s)"** means each current or former director, governing person, officer, delegate, employee and agent of the Association, as such terms are defined in the Texas Business Organizations Code, whenever acting in any such representative capacity for or on behalf of the Association.

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

(c) Indemnification. To the fullest extent allowed by the Texas Business Organizations Code, including Chapter 8 thereof, the must indemnify, defend, and hold harmless, and must advance expenses to, each Association Representative, INCLUDING, IN EACH CASE, FOR CLAIMS BASED ON OR ARISING FROM SUCH PERSON'S SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE, but excluding any such items incurred as a result of any act or omission for which the Association Representative is liable under the preceding subsection (b). The provisions of this subsection (c) constitute a determination that indemnification should be paid and a contract to indemnify as contemplated by Sections 8.103(c) and 8.151(d)(2) of the Texas Business Organizations Code.

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

10.1.2 Criminal Conduct. SECURITY IS THE SOLE RESPONSIBILITY OF LOCAL LAW ENFORCEMENT AGENCIES AND OF INDIVIDUAL OWNERS, TENANTS AND THEIR RELATED PARTIES. THE ASSOCIATION AND ITS RELATED PARTIES DO NOT HAVE ANY DUTY WHATSOEVER TO WARN, ADVISE OR INFORM ANY OWNER, TENANT OR THEIR RELATED PARTIES AS TO CRIMINAL MATTERS OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY MATTERS REGARDING OR RELATING TO ANY THEFT, BURGLARY, TRESPASS, ASSAULT, VANDALISM OR ANY OTHER CRIME, CRIMINAL HISTORY OR BACKGROUND OF ANY PERSON, OR CRIMINAL INVESTIGATIONS BY LAW ENFORCEMENT AGENCIES OR BY ANY OTHER PERSON (ALL SUCH MATTERS HEREIN REFERRED TO AS "**CRIMINAL CONDUCT**"). THE ASSOCIATION AND ITS RELATED PARTIES ARE NOT LIABLE FOR, AND EACH OWNER, TENANTS AND THEIR RELATED PARTIES MUST INDEMNIFY, DEFEND AND HOLD HARMLESS, THE ASSOCIATION AND ITS RELATED PARTIES AS TO AND FROM, ANY CLAIM, DEMAND, INJURY, LOSS, DAMAGES, COURT COSTS AND ATTORNEY'S FEES OF ANY KIND WHATSOEVER

REGARDING ANY PERSON OR PROPERTY AND PERTAINING TO OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF ANY CRIMINAL CONDUCT. The Association may (but has no obligation to) from time to time disclose and/or transmit information concerning Criminal Conduct to Owners, tenants, and any other occupants of Lots and/or any Community Properties, to any law enforcement agencies, and to any other Person. Any such disclosure and/or transmittal of information does not in any way constitute an undertaking to do so in the future, either as to the Criminal Conduct then involved or as to any other current or future Criminal Conduct.

10.1.3 Subsequent Statutory Authority. If the Texas Business Organizations Code, Texas Nonprofit Corporation Law, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code or any other applicable law, state or federal, is enacted, construed or amended to further eliminate or limit liability or to authorizing further indemnification than as permitted or required by this **Section 10.1**, then liability will be eliminated or limited and all rights to indemnification will be expanded to the fullest extent permitted by such enactment, construction or amendment.

10.1.4 No Impairment. Any amendment of this **Section 10.1** may not adversely affect any rights or protection existing at the time of the amendment. All rights and remedies set forth in this **Section 10.1** are cumulative.

10.2 Association Books and Records.

10.2.1 Maintenance - General. The Association must keep current and accurate books and records of the business and affairs of the Association, including financial records, meeting minutes and written consents as to any actions taken by written consent. The Architectural Reviewer must also keep and maintain records evidencing the final decision(s) of the Architectural Reviewer as provided in the Declaration.

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

10.2.3 Policies. The Association must retain Association books and records and must provide for inspection and coping of books and records of the Association in accordance with the Association's policies as to the same. Such policies must be adopted in accordance with Section 209.005 of the Texas Property Code. The Board may at any time adopt and amend such policies and such other policies regarding Association books and records as deemed necessary or appropriate.

10.3 Any Website to Contain Dedicatory Instruments. . If the Association has, or the Managing Agent on behalf of the Association maintains, a publicly accessible or Member only accessible website, then the Association must make its dedicatory instruments relating to the Association or Subdivision which are Filed of Record available on the website. The foregoing includes the Declaration, the Certificate of Formation, these Bylaws, Architectural Guidelines and Rules and Regulations, and all amendments thereof, if any. SUBJECT TO SECTION 209.006 OF THE TEXAS PROPERTY CODE REGARDING NOTICE BEFORE ENFORCEMENT ACTION, NOTICE BY POSTING ON AN ASSOCIATION WEBSITE IS

NOTICE TO ALL OWNERS, TENANTS AND THEIR RELATED PARTIES FOR ALL PURPOSES.

10.4 Notices and Other Communications.

10.4.1 General. Unless otherwise expressly provided herein, all notices or other communications permitted or required under these Bylaws must be in writing and may be given in any manner permitted by, and are deemed delivered as provided in, either the Declaration or these Bylaws. The Association is not required to send more than one notice per Lot regardless of the number of Co-Owners of any Lot. Refusal to accept delivery of any notice will be deemed actual notice and actual knowledge of the materials refused.

10.4.2 Owner Information and Notice of Change Required. The Owner of each Lot must provide to the Association within thirty days after acquiring an interest in a Lot or leasing of the Lot all information as to the Owner and as to the Owner's tenants, as applicable, as provided in the Declaration. Each Owner and tenant must also provide, confirm and update all such information, upon written request from the Association within ten days after the date of a request or such later date as stated therein.

10.4.3 Owner Registration of Email Address Required. IT IS THE DUTY OF EACH OWNER TO KEEP ONE (AND ONLY ONE) CURRENT EMAIL ADDRESS REGISTERED WITH THE ASSOCIATION. REGISTRATION IS REQUIRED FOR THE PURPOSES OF RECEIVING NOTICES AND OTHER COMMUNICATIONS, INCLUDING NOTICES OF BOARD AND OWNER MEETINGS. THE BOARD MAY AT ANY TIME ESTABLISH SPECIFIC REQUIRED FORMS OR PROCEDURES FOR REGISTRATION OF EMAIL ADDRESSES.

10.4.4 Maintenance of Electronic Means Capabilities Required. It is the obligation of each Owner and their tenant(s) to maintain the capability to receive and to confirm receipt of any notices or other communications from the Association by, and to participate in any meetings as applicable by, Electronic Means. By acceptance of any right, title or interest in any Lot, or by occupancy thereof, each Owner and their tenant(s) consent to the use of Electronic Means by the Association as to any notices, communications or meetings in accordance with the Declaration, these Bylaws and other applicable Governing Documents.

10.5 Construction

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

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

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

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

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

CERTIFICATE OF ADOPTION

The undersigned Secretary of the Association hereby certifies that, after proper notice in accordance with the Association's Governing Documents and the Texas Property Code, the foregoing Restated and Amended Bylaws of Village at Mason Creek Townhome Association, Inc. were duly adopted at an open meeting of the Board of Directors of the Association held on _____.

EXECUTED this _____ day of _____, 2020.

**VILLAGE AT MASON CREEK
TOWNHOME ASSOCIATION, INC.**
a Texas nonprofit corporation

By: _____
_____, Secretary

**RESTATED AND AMENDED
BYLAWS**

OF

VILLAGE AT MASON CREEK TOWNHOME ASSOCIATION, INC.

EXHIBIT "A" – PINES SUBDIVISION EXCLUDED PROPERTY

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 9.191 ACRES (381,835 SQUARE FEET) BEING SITUATED IN THE W.C.R.R. SURVEY ABSTRACT NO. 904, HARRIS COUNTY, TEXAS, BEING LOTS 17 THROUGH 24, BOTH INCLUSIVE OF BLOCK 5, ALL OF BLOCKS 6, 7, 8, 9, 10 AND 11, A PORTION OF SWEET PINE DRIVE (28 FOOT P.A.E. & U.E) ALL OF SUNSET PINE VIEW CIRCLE (28 FOOT P.A.E. & U.E) ALL OF RESERVES H, I, J, K, L, M, N, O, P, Q, & R, AND ALL OF LANDSCAPE RESERVE V, BEING OUT OF AND A PART OF PINES SUBDIVISION, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED UNDER FILM CODE NO. 598182 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH CAPPED IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID PINES SUBDIVISION, SAME BEING THE SOUTHWEST CORNER OF LOT 10, BLOCK 8 OF SAID SUBDIVISION, AND BEING THE SOUTHEAST CORNER OF KINGSLAND CREEK RANCH APARTMENTS SUBDIVISION AS RECORDED UNDER FILM CODE NO. 534109 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND BEING IN THE NORTH LINE OF A 149 FOOT WIDE HARRIS COUNTY FLOOD CONTROL DRAINAGE EASEMENT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. D436331;

THENCE NORTH 01 DEGREES 57 MINUTES 57 SECONDS WEST ALONG THE COMMON LINE OF SAID PINES SUBDIVISION AND SAID KINGSLAND CREEK RANCH APARTMENTS SUBDIVISION A DISTANCE OF 1123.86 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND MARKING THE NORTHWEST CORNER OF SAID PINES SUBDIVISION AND BEING THE NORTHEAST CORNER OF SAID KINGSLAND CREEK RANCH APARTMENTS SUBDIVISION, AND BEING IN THE SOUTH LINE OF KINGSLAND BOULEVARD (100 FEET WIDE);

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID KINGSLAND BOULEVARD WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 06 DEG. 01 MIN. 29 SEC., AN ARC LENGTH OF 205.05 FEET AND HAVING A CHORD BEARING OF NORTH 73 DEG. 04 MIN. 50 SEC. EAST, 204.95 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID PINES SUBDIVISION, SAME BEING THE NORTHWEST CORNER OF MASON CREEK VILLAGE, A SUBDIVISION RECORDED UNDER FILM CODE NO. 572294 MAP RECORDS HARRIS COUNTY, TEXAS;

THENCE SOUTH 01 DEGREES 57 MINUTES 57 SECONDS EAST ALONG THE COMMON LINE OF SAID PINES SUBDIVISION AND SAID MASON CREEK VILLAGE, A DISTANCE OF 637.31 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR AN

INTERIOR CORNER OF SAID PINES SUBDIVISION, AND BEING THE SOUTHWEST CORNER OF SAID MASON CREEK VILLAGE;

THENCE NORTH 88 DEGREES 02 MINUTES 03 SECONDS EAST WITH THE SOUTHERLY NORTH LINE OF SAID PINES SUBDIVISION, AND THE SOUTH LINE OF SAID MASON CREEK VILLAGE, A DISTANCE OF 183.99 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND MARKING THE NORTHEAST CORNER OF LOT 17, BLOCK 5, AND BEING THE NORTHWEST CORNER OF RESERVE "S" OF SAID PINES SUBDIVISION;

THENCE SOUTH 01 DEGREES 57 MINUTES 56 SECONDS EAST ALONG THE COMMON LINE OF SAID LOT 17, BLOCK 5 AND RESERVE "S" AT DISTANCE OF 100.00 PAST THE COMMON SOUTH CORNERS OF SAID LOT 17, BLOCK 5 AND RESERVE "S", AND THE NORTH LINE OF SWEET PINE DRIVE (PVT) (28 FOOT WIDE P.A.E. & U.E), IN ALL A TOTAL DISTANCE OF 128.09 FEET TO THE SOUTH LINE OF SAID SWEET PNE DRIVE (PVT), AND BEING IN THE NORTH LINE OF LANDSCAPE RESERVE "V" IN BLOCK 6 OF SAID PINES SUBDIVISION;

THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SWEET PINE DRIVE (PVT) (28 FOOT WIDE P.A.E. & U.E), AND THE NORTH LINE OF SAID BLOCK 6 THE FOLLOWING:

NORTHEAST, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 01 DEG. 36 MIN. 33 SEC., AN ARC LENGTH OF 0.56 FEET AND HAVING A CHORD BEARING OF NORTH 85 DEG. 58 MIN. 23 SEC. EAST, 0.58 FEET TO THE POINT OF REVERSE CURVE;

SOUTHEAST ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 286.00 FEET, A CENTRAL ANGLE OF 10 DEG. 24 MIN. 39 SEC., AN ARC LENGTH OF 51.97 FEET AND HAVING A CHORD BEARING OF SOUTH 88 DEG. 01 MIN. 01 SEC. EAST, 51.90 FEET TO THE END OF SAID CURVE;

SOUTH 82 DEGREES 48 MINUTES 42 SECONDS EAST, 19.39 FEET TO THE BEGINNING OF A CURVE;

SOUTHEAST ALONG A CURVE TO THE RIGTH HAVING A RADIUS OF 437.00 FEET, A CENTRAL ANGLE OF 11 DEG. 00 MIN. 52 SEC., AN ARC LENGTH OF 84.01 FEET AND HAVING A CHORD BEARING OF SOUTH 88 DEG. 19 MIN. 08 SEC. EAST, 83.88 FEET TO THE POINT OF REVERSE CURVE;

SOUTHEAST ALONG A CURVE TO THE RIGTH HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91 DEG. 51 MIN. 38 SEC., AN ARC LENGTH OF 40.08 FEET AND HAVING A CHORD BEARING OF SOUTH 47 DEG. 53 MIN. 45 SEC. EAST, 35.92 FEET TO THE END OF SAID CURVE AT THE INTERSECTION OF THE WEST LINE OF SUNSET PINE VIEW CIRCLE DRIVE (PVT) (28 FOOT WIDE P.A.E. & U.E) AND BEING THE EAST LINE OF SAID BLOCK 6 OF PINES SUBDIVISION;

THENCE SOUTH 01 DEGREES 57 MINUTES 58 SECONDS EAST ALONG THE WEST LINE OF SUNSET PINE VIEW CIRCLE DRIVE (PVT) AND THE EAST LINE OF SAID BLOCK 6 A DISTANCE OF 374.38 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHEAST CORNER OF LOT 12, BLOCK 6, AND THE SOUTHWEST CORNER OF RESERVE "F", AND BEING IN THE SOUTH LINE OF SAID PINES SUBDIVISION;

THENCE SOUTH 88 DEGREES 02 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID PINES SUBDIVISION A DISTANCE OF 563.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.191 ACRES (400,358 SQUARE FEET) OF LAND.