

AMENDED AND RESTATED BYLAWS

OF

BAR X PROPERTY OWNERS' ASSOCIATION
(A Texas non-profit Corporation)

WHEREAS, the Bylaws of Bar X Property Owners' Association (the "Association"), dated May 21, 2007, are recorded under Brazoria County Clerk's File No. 2011053172, (the "Original Bylaws");

WHEREAS, Article XVIII, Section 1 of the Original Bylaws provides that the Bylaws may be amended by an affirmative vote of a majority of members present in person or by proxy at an annual meeting of the members; and

WHEREAS, it is the desire of the Board of Trustees to completely amend and restate the Bylaws, thereby intending to completely replace the Original Bylaws and any previous amendments thereto;

NOW THEREFORE, the Amended and Restated Bylaws of Bar X Property Owners' Association shall provide as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Association" shall mean and refer to the Bar X Property Owners' Association its successors and assigns, a Texas non-profit corporation.
- 1.2 "Board of Trustees" or "Board" shall mean and refer to the elected governing body of the Association.
- 1.3 "Lot" or "Residential Lot" shall mean and refer to any portion of the Property in Bar X Ranch Subdivision that is separately identified on the Plat of the Subdivision as a residential lot.
- 1.4 "Member" shall mean and refer to any Owner.
- 1.5 "Owner" shall mean and refer to the holder of record title, whether one or more Persons, of any Lot in the Subdivision.
- 1.6 "Person" shall mean and refer to a natural person, a corporation, a partnership, a trustee or any other legal entity.
- 1.7 "Plat" shall mean and refer to the recorded plat of the Subdivision.
- 1.8 "Property" shall mean and refer to all of the real property located in the Subdivision, including Residential Lots, streets, esplanades and reserves, according to the Plat.

- 1.9 “Restrictions” shall mean and refer to the various Declarations of Restrictions for Bar X Ranch, Sections 1-21, and any subsequently filed Supplemental Declarations or amendments thereto.
- 1.10 “Subdivision” shall name and refer to the Properties respectively described in and made subject to the Declarations and all Supplemental Declarations.

ARTICLE 2

MEETINGS OF MEMBERS

- 2.1 Annual Meetings. The annual meeting of the Members shall be held each year on a date and time to be determined by the Board of Trustees, for the purpose of electing new Trustees and for the transaction of any and all other business which may be brought before or submitted to the meeting. Written notice of an annual meeting shall be given no more than 60 days nor less than 10 days in advance of such meeting, by any means prescribed in the Texas Property Code.
- 2.2 Special Meetings. Special meetings of the Members may be called by the President, the Vice-President or by Ten Percent (10%) of the Members. Written notice of each special meeting of the Members, stating the time, place and purpose(s) thereof, shall be sent in accordance with the Texas Property Code no more than 60 nor less than 10 days prior to the date set for the holding of the special meeting. Special meetings of the Members shall be held at such place(s) as may be designated in the notice. No business may be transacted at a special meeting of the Members other than that set forth in the notice of such meeting.
- 2.3 Quorum.
- (a) The presence at any meeting of Members (in person or by proxy) of ten percent (10%) shall constitute a quorum at any such meeting of Members for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.
- (b) If quorum is not present or represented at any meeting or subsequent meeting, the meeting may be adjourned without notice other than announcement at the meeting, and immediately reconvened for the sole purpose of election of trustees. At the reconvened meeting, quorum shall be all those members counted as present whether in person or by proxy, absentee ballot, electronic ballot, or any other method of representative or delegated voting. Trustees shall be elected by a majority of those votes.
- 2.4 Organization of Meetings. The President of the Association, or in the event of his or her absence, the Vice-President of the Association, shall call meetings of the members to order and shall act as chairman of such meetings. In the absence of the President and Vice-President of the Association, the Members present may elect a chairman. Secretarial duties may be performed by either the Secretary, or any managing agent as directed by the Board.
- 2.5 Voting. The Owners of each Residential Lot shall be entitled to one vote per lot and shall be referred to herein as a single Member. No fractional votes, nor cumulative votes will be

accepted. The vote of any residential Lot owned by two (2) or more Persons may be cast by any one (1) of the common Owners and the Association is authorized to accept the vote of any one of such common Owners. The vote of any Residential Lot owned by a corporation shall be exercised by a natural person properly authorized to act on behalf of said corporation. Any vote cast in an election or vote of the membership must be in writing and signed by the member. Electronic voting is permissible as provided in the Texas Property Code.

- 2.6 Nomination of candidates. The notice of meeting is to include a nomination form for candidates for the Board of Trustees. Any Member may be a candidate by filling in the nomination form and returning it as indicated on the form. A nominee must be a Member of the Association and must not have been convicted of a felony or crime involving moral turpitude within the last twenty (20) years. If there are any other items that are to be voted by the members, they will be included on the ballot, and approved by the Board of Trustees.
- 2.7 Distribution of ballots. Prior to the meeting, ballots, proxy forms, and nominee information will be sent to the Members in accordance with the Texas Property Code.
- 2.8 Voting for The Board of Trustees. The number of trustees will be at least three (3) and not greater than nine (9). Trustees shall be Texas residents. Each trustee will serve for a term of two (2) years. The trustees' terms will be staggered so that the terms of approximately half of the trustees will begin in even-numbered years; the terms of the remaining trustees in odd-numbered years. Each trustee shall hold office until the next annual meeting of the members at the end of their two-year term and until his/her successor shall have been elected. The number of trustees shall be determined at the annual meeting, and any newly created positions shall be elected by the membership. The number of trustee positions can be decreased only at the expiration of a trustee's term of office.

ARTICLE 3

TRUSTEES

- 3.1 Powers. The Board of Trustees shall have the power to exercise for the Association all powers, duties and authorities vested in or delegated to the Association and not reserved to the Members by these Bylaws, the Restrictions, or any law, including but not limited to:
- (A) the adoption and publication of rules and regulations for the use of the recreational facilities of the Subdivision;
 - (B) the suspension of the right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of the Annual Maintenance Charge. Such rights may also be suspended after notice and hearing, for a period not to exceed 90 days, for infractions of published rules and regulations;
 - (C) the declaration of the office of a member of the Board to be vacant in the event such member shall be absent without valid excuse from three (3)

consecutive regular meetings of the Board, and selecting a replacement for the duration of the unexpired term,

- (D) the employment of a full- or part-time administrator and such other employees of the Association as the Board may deem to be necessary and the establishment of the duties of all such employees;
- (E) the formation of such committees as the Board deems advisable for the proper and efficient operation of the Association;
- (F) the appointment of block or district chairmen for certain areas of the subdivision and the assignment of duties to such block or district chairmen as the Board may deem advisable from time to time; and
- (G) the appointment of the Architectural Control Committee provided for in the Restrictions, the establishment of the terms of office of members of such Committee, and the removal or replacement of members of such Committee.

3.2 Duties. It shall be the duty of the Board of Trustees to perform and discharge all of the duties set forth in the Restrictions or as may be imposed by applicable law from time to time, including but not limited to:

- (A) the management of the affairs of the Association;
- (B) the maintenance of a complete record of all of the Board's acts and the financial affairs of the Association. Presentation of a statement of the financial affairs of the association to the Members at the annual meeting;
- (C) the supervision of all agents and employees of the Association, and the determination that their duties are properly performed from time to time;
- (D) the proper maintenance of the common areas and recreational facilities in the Subdivision;
- (E) the preparation of a budget to be presented to the Annual meeting of the Owners for the next ensuing year of the Association's operations; and
- (F) the setting of the Annual Common Assessments (dues).

3.3 Number and Term of Office.

- (A) The number of Trustees shall be seven (7), but the number of trustees may be decreased to no less than three (3) or increased to no greater than nine (9) from time to time by the affirmative vote of a majority of the Members, present in person or by proxy, at any annual or special meeting of the Members, provided that the number of Trustees shall never be less than three.

- (B) Any vacancy occurring in the Board shall be filled for the duration of the unexpired term by vote of a majority of the Trustees then in office. In the event of any increase in the number of Trustees, the additional Trustees shall be elected by the majority vote of the Members of the Association present in person or by Proxy and entitled to vote, at any annual or special meeting of the Members, a quorum being present. Trustees must be Members of the Association. No decrease in the number of Trustee shall have the effect of removing any Trustee from office or from the Board of Trustees.
 - (C) Any Trustee may be removed by a majority vote of the Members of the Association, with or without cause, at any special or regular meeting of the Owners, a quorum being present.
 - (D) There are no term limits on the Board of Trustee positions. Any current board member may be a nominee for a board position when their term of office expires.
- 3.4 Meetings of Trustees. The Board may hold its meetings in such place or places as the Board may from time to time determine, in accordance with the provisions of the Texas Property Code.
- 3.5 Open Board Meetings. Regular and special board meetings must be open to Members, subject to the right of the Board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the meeting minutes in general terms, without breaching the privacy of the 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 executive session.
- 3.6 Regular and Special 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 or earlier than the 60th day before the date of the meeting; or (2) provided at least 144 hours before the start of the meeting by posting the notice in a conspicuous manner either in a place located on the Association's common property or on the Association's website. The Association is not required to keep a database of e-mail addresses of owners; however, if such a registry is kept, meeting notices must also be sent to those owners who have registered e-mail addresses with the Association.
- 3.7 Quorum. The majority of the Trustees then in office shall constitute a quorum for the transaction of business. The act of a majority of the Trustees present at a meeting at which a quorum is in attendance shall constitute the act of the Board except as otherwise provided by law or by these Bylaws.

- 3.8 Remuneration. No Trustee or officer of the Association shall be paid any amount of money or other remuneration for his or her services performed on behalf of the Association as a Trustee or Officer. Notwithstanding the above, a Trustee shall be entitled to reimbursement for reasonable expenses incurred.

ARTICLE 4

BOARD POSITION DESCRIPTION

- 4.1 Titles. The officers of the Board of Trustees of the Association shall be: President, Vice-President, Trustee at Large, Treasurer, and Secretary. All Trustees must be members of the Association.
- 4.2 The President. The President shall be in general charge of the affairs of the Association in the ordinary course of its business, shall preside at all meetings of the Members and of the Board, shall make, sign and execute all instruments and documents of any kind or character in the name of the Association, and shall do and perform such other duties as may from time to time be needed for the proper operation of the Association.
- 4.3 The Vice-President. The Vice-President shall have the usual powers and duties pertaining to the office together with such other powers and duties as may be assigned to him or her by the Board, and each Vice-President shall have and exercise the powers of the President during that officer's absence or inability to act. Any action taken by a Vice-President in the performance of the duties of the President shall be conclusive evidence of the absence or inability of the President to act at the time such action was taken.
- 4.4 The Treasurer. The Treasurer shall have custody of all the funds and securities of the Association which come into his or her hands. When necessary or proper, the Treasurer may endorse on behalf of the Association, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board and may sign all receipts and vouchers for payments made to the Association, either alone or jointly with such officer as is designated by the Board. Whenever required by the Board, the Treasurer shall render a statement of the Association's cash account and shall enter or cause to be entered regularly on the books of the Association to be kept by the Treasurer for that purpose full and accurate accounts of all moneys received and paid out on account of the Association. The Treasurer shall at all reasonable times exhibit the books and accounts to any trustee of the association during business hours and shall perform all acts incident to the position of Treasurer subject to the control of the Board. At the Board's direction and approval, the actual accounting function may be done by a qualified Accounting Professional.
- 4.5 The Secretary. The Secretary shall be charged with ensuring that meeting minutes are properly kept. The Secretary may sign with the President or Vice-President in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association and affix the seal of the Association hereto. The Secretary shall have charge of and maintain and keep such books and papers as the Board may direct, all of which shall at all times be open to the inspection of any Trustee or Member upon

request at the office of the Association during normal business hours. The Secretary shall in general perform all the duties incident to the office of the Secretary. At the Board's direction and approval, the actual clerical services may be performed by qualified contract personnel.

- 4.6 Trustee at Large. The Trustee at large will perform the normal duties of a board member in the duties and powers vested in the Board of Trustees by the Articles of Incorporation, the Declaration and Supplemental Declaration, and the Bylaws.

ARTICLE 5

TRANSACTIONS OF THE ASSOCIATION

- 5.1 Authority to Contract. The Board may authorize any Board Member or agent in the name of and on behalf of the Association to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances.
- 5.2 Limitation on Loans. No loan shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by a vote of the Board.
- 5.3 Checks. All checks, drafts, and other orders for the payment of money out of the funds of the Association and all notes or other evidences of indebtedness of the Association shall be signed on behalf of the Association in such manner as shall from time to time be determined by resolution of the Board.
- 5.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board may select, and for the purpose of such deposit the President, a Vice-President, the Treasurer, the Secretary or any other Board Member or agent or employee of the Association to whom such power may be delegated by the Board, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.

ARTICLE 6

INDEMNIFICATION

Indemnification

The Association shall indemnify (which indemnification shall include, without limitation, advancing reasonable expenses) any person who is or was a trustee, officer, employee, or agent of the Association (or any person who is or was serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise) to the fullest extent required or permitted by applicable law. In addition, the Association shall have the power to indemnify (which indemnification shall include, without limitation, advancing reasonable expenses) to the fullest extent permitted by law such other persons as the Board of Trustees may determine from time to time. The Association shall have the power to purchase and maintain at its expense insurance on behalf of such persons to the fullest extent permitted by applicable law,

whether or not the Association would have the power to indemnify such person under the foregoing provisions.

ARTICLE 7

BOOKS AND RECORDS

- 7.1 Required Books and Records. The Association shall keep correct and complete books and records of account. The Association's books and records shall include:
- (A) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Association, including, but not limited to, the Articles of Incorporation, and any articles of amendment. Restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
 - (B) A copy of the Bylaws, and any amended versions or amendments to the Bylaws.
 - (C) Minutes of the proceedings of the Board, and committees having any of the authority of the Board, to be retained for the seven (7) most recent years.
 - (D) A list of the names and addresses of the Trustees of the Association.
 - (E) A financial statement showing the assets, liabilities, and net worth of the Association at the end of the year for each of the seven (7) most recent fiscal years.
 - (F) A financial statement showing the income and expenses of the Association for each of the seven (7) most recent fiscal years.
 - (G) All rulings, letters, and other documents relating to the Association's federal, state and local tax status for the seven (7) most recent years.
 - (H) The Association's federal, state, and local information or income tax returns for each of the Association's three most recent tax years.
 - (I) Account records for current owners for the five (5) most recent years.
 - (J) Copies of contracts with a term of one (1) year or more, to be retained for four (4) years after the expiration of the contract term.
- 7.2 Inspection and Copying. Upon receipt of written notice in compliance with the Texas Property Code, the books and records of the Association, including financial records, shall be made open to and reasonably available for examination by an owner, or a person designated as owner's agent, attorney or certified public accountant. The Board shall adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested by a Member.

ARTICLE 8

SPECIAL PROCEDURES CONCERNING BOARD MEETINGS

Meetings Without Prior Notice to Membership. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to owners, if each trustee may hear and be heard by every other trustee, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to owners 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, without prior notice to owners, consider or vote on: fines, damage assessments, initiation of foreclosure actions, initiation of enforcement actions (excluding temporary restraining orders or violations involving a threat to health or safety), increases in assessments, levying of special assessments, appeals from a denial of architectural control approval, or a suspension of an owner's right before the owner has had an opportunity to attend a Board meeting and present the owner's position, including any defense, on the issue.

ARTICLE 9

MISCELLANEOUS PROVISIONS

- 9.1 Fiscal Year. The fiscal year of the Association shall end at midnight on December 31st of each calendar year.
- 9.2 Seal. The Board may provide for a corporate seal.
- 9.3 Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a mail box in a sealed, postpaid wrapper addressed to the person entitled thereto at his post office address, or via email address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. (Other notification options may include: email, website or a temporary bulletin board mounted at the exit/entrance gate).
- 9.4 Resignations. Any Trustee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.
- 9.5 Procedure. Robert's Rules of Order (Newly Revised) shall serve as guidance for motions procedure in conducting all meetings of the Members of the Association and the Board. In the event of any conflict with the provisions of these Bylaws, the Bylaws shall control.
- 9.6 Legal Construction. If any Bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision

and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

- 9.7 Headings. The headings used in the Bylaws are used for convenience and shall not be considered in construing the terms of the Bylaws.
- 9.8 Gender. Wherever the context requires, all words in the Bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
- 9.9 Power of Attorney. A person may execute any instrument related to the Association by means of a power of attorney if any original executed copy of the power of attorney is provided to the Secretary of the Association to be kept with the Association records.
- 9.10 Parties Bound. The Bylaws shall be binding upon and inure to the benefit of the Trustees, officers, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise provided in the Bylaws.

ARTICLE 10

AMENDMENTS

These Bylaws may be altered, amended or repealed or new Bylaws adopted at an annual or special meeting of the members at which a quorum is represented, attended in person or by proxy, absentee ballot or electronic ballot, by a vote of a majority of members voting at such meeting.

CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of BAR X PROPERTY OWNERS' ASSOCIATION, a non-profit corporation, and I do hereby certify:

That the within and foregoing Amended and Restated Bylaws of Bar X Property Owners' Association was properly adopted as of the ____ day of _____, 20__, that same, do now constitute the Bylaws of said corporation. IN WITNESS WHEREOF, I have executed this Amended and Restated Bylaws to be effective as of the ____ day of _____, 20__.

(Signature)

(Print Name) - Secretary
Bar X Property Owners' Association