

BYLAWS OF
HUNTINGTON VILLAGE COMMUNITY ASSOCIATION, INC.
A NON-PROFIT CORPORATION

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CERTIFICATION

ARTICLE I - NAME AND LOCATION

The name of the corporation is HUNTINGTON VILLAGE COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The Principal Office of the corporation is at 9511 Cook Road, Houston, Texas 77099.

ARTICLE II - DEFINITIONS

Section 2.01. "Annual Assessments" shall mean and refer to the Annual Assessments as defined in the Restrictions.

Section 2.02. "Association" shall mean and refer to HUNTINGTON VILLAGE COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2.03. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 2.04. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and their assigns.

Section 2.05. "Contract Buyer" shall mean and refer to a buyer of a Lot who has executed a contract to buy the Lot, but who has not yet received title to the Lot, either because the sale has not yet closed or because the contract executed was a Contract for Deed.

Section 2.06. "Contract for Deed" shall mean and refer to a contract for the conveyance of a Lot from an Owner to a buyer at a time in the future that is determined by satisfactorily meeting the conditions (usually financial in nature) specified in the Contract.

Section 2.07. "Contract Seller" shall mean and refer to an Owner who has executed a contract to sell his Lot and the conveyance of the Lot has not yet been accomplished either because the sale has not yet closed or because the contract executed was a Contract for Deed.

Section 2.08. "Deed Restrictions", "Covenants", and "Declaration" shall mean and refer to the Restrictions.

Section 2.09. "Director" shall mean a member of the Board of Directors.

Section 2.10. "Ex Officio Member of a Committee" shall be defined as used in the Parliamentary Authority and shall mean and refer to an individual who, by the nature of his office, is automatically a member of a committee and may participate and vote at meetings of the committee, but is not obligated to attend and is not counted in determining whether a quorum is present.

Section 2.11. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Areas and Reserves.

Section 2.12. "Maintenance Assessments" shall mean and refer to the Annual Assessments and Special Assessments collectively.

Section 2.13. "Majority Vote", unless expressly specified otherwise, shall mean more than half of the votes cast, excluding blanks and abstentions, by members present, either in person or, if allowed, by proxy, who are entitled to vote, at a properly called meeting at which a quorum is present.

Section 2.14. "Meetings of the Association" shall mean and refer to meetings of the Members of the Association.

Section 2.15. "Member in Good Standing" shall mean and refer to any Member of the Association whose voting rights are not currently suspended by the Association or the Board for violation of Deed Restrictions or non-payment of Assessments.

Section 2.16. "Members" or "Members of the Association" shall mean and refer to those Owners entitled to Class A membership as provided in the Restrictions. There are no longer any Class B members.

Section 2.17. "Notice", when unqualified, shall mean and refer to the notification, or "call", of a meeting, stating the time and place of the meeting.

Section 2.18. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including Contract Sellers but excluding those having an ownership interest merely as security for the performance of an obligation, as for example would be the case of a trustee named in a Deed of Trust securing the repayment of a mortgage loan.

Section 2.19. "Principal Officers: (or "Principal Offices")" shall mean and refer to the President, the Vice President, the Secretary, and the Treasurer of the Association (or the offices of President, Vice President, Secretary, and Treasurer).

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Section 2.16. "Members" or "Members of the Association" shall mean and refer to those Owners entitled to Class A membership as provided in the Restrictions. There are no longer any Class B members.

Section 2.17. "Notice", when unqualified, shall mean and refer to the notification, or "call", of a meeting, stating the time and place of the meeting.

Section 2.18. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including Contract Sellers but excluding those having an ownership interest merely as security for the performance of an obligation, as for example would be the case of a trustee named in a Deed of Trust securing the repayment of a mortgage loan.

Section 2.19. "Principal Officers: (or "Principal Offices")" shall mean and refer to the President, the Vice President, the Secretary, and the Treasurer of the Association (or the offices of President, Vice President, Secretary, and Treasurer).

Section 2.20. "Properties" shall mean and refer to that certain real property hereto platted and subdivided into those certain subdivisions known as Huntington Village, Sections I, II, III, and IV, as described and referenced in the Restrictions as annexed and amended, including all real property improvements thereon and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.21. "Residents" shall mean and refer to occupants living in homes situated on the Properties.

Section 2.22. "Restrictions" shall mean and refer to the Restrictions applicable to the Properties, including the Restrictions and Annexations recorded under County Clerk's File No.'s D410083, D511609, D742607, and D992399 in the Real Property Records of the Office of the County Clerk of Harris County, Texas, and under County Clerk's File No. 233645 in the Real Property Records of the Office of the County Clerk of Fort Bend County, Texas, together with all subsequent annexations and amendments thereto.

Section 2.23. "Special Assessments" shall mean and refer to the Special Assessments for capital improvements as defined in the Restrictions.

Section 2.24. "Two Thirds Vote", unless expressly specified otherwise, shall mean at least two-thirds of the votes cast, excluding blanks and abstentions, by Members present, either in person or, if allowed, by proxy, who are entitled to vote, at a properly called meeting at which a quorum is present.

ARTICLE III - OBJECT OF THE ASSOCIATION

The object of the Association is to: preserve, protect, and enhance the value of the Properties; maintain and improve the Common Areas; collect and disburse the Maintenance Assessments and other funds of the Association, enforce the Restrictions; and promote the recreation, health, safety, and welfare of the Residents.

ARTICLE IV - MEETINGS OF MEMBERS

Section 4.01. Annual Meeting.

- (a) Time and Place. The Annual Meeting of the Members of the Association shall be held on the Third Thursday of October of each year, at such time and place as shall be designated by the Board of Directors.
- (b) Purpose. The purpose of the Annual Meeting of Members shall be:
- (1) for the Board of Directors to present an account of its actions for the past year.
 - (2) to present the budget and set the assessment rate for the upcoming year,
 - (3) to present such other reports and handle such other matters as the Board of Directors or the Members shall deem necessary, and
 - (4) to dismiss retiring Board Members and announce the Officers of the new Board.
- (c) Lack of a Quorum. In the event that a quorum of Members is not present at the Annual Meeting of Members, that meeting shall immediately be adjourned and a meeting of the Board of Directors convened to serve the purpose of the Annual Meeting. This shall be deemed a regular meeting of the Board, at which Members of the Association may be present but may not vote.

Section 4.02. Special Meetings. Special Meetings of the Members of the Association may be called at any time by the President, or by the Board of Directors, or upon written request of enough Members in Good Standing to represent at least five percent (5%) of all of the votes of the Membership.

Section 4.03. Notice of Meetings. Written notice shall be given of each Meeting of the Members, and shall be given by the Secretary by mailing a copy of such notice, postage prepaid, at least ten (10) days and not more than fifty (50) days before such meeting, to each Member in Good Standing entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a Special Meeting, the purpose of the meeting. A copy of all notices sent to the Members, certified by the Secretary to be a true and correct copy, shall be kept with the Corporate Records.

Section 4.04. Quorum. At any meeting of Members, the presence, in person or by proxy, of enough Members in Good Standing to represent at least ten percent (10%) of the votes of all Members in Good Standing shall constitute a quorum.

Section 4.05. Proxies. At all meetings of Members, each Member in Good Standing may vote in person or by proxy. All proxies shall be executed in writing by the Member or the Member's duly authorized attorney-in-fact, but only one proxy or vote may be conveyed per Lot. Each proxy shall be revocable unless expressly provided therein to be irrevocable. Each Member's proxy shall apply to a single specified meeting. Each

Member's proxy shall automatically cease upon conveyance by the Member of his Lot. All proxies shall be filed with the Secretary no less than 24 hours prior to their use in any voting.

ARTICLE V - BOARD OF DIRECTORS

Section 5.01. Number. The affairs of the Association shall be managed by a Board of Seven (7) Directors, who must be Members of the Association or residents.

Section 5.02. Term of Office. At each annual election, three Directors shall be elected to one-year terms and two Directors to two-year terms. A one-year term shall be understood to mean from the announcement of election results in the year elected until the Third Thursday in October of the following year. A two-year term shall be understood to mean from the announcement of the election results in the year elected until the Third Thursday in October two years thereafter.

Section 5.03. Nominations. Nominations to the Board of Directors shall come from the Nominating Committee.

Section 5.04. Election.

- (a) Date and Method. The annual election of Directors shall be held on the Second Saturday of September of every year and shall be by written secret ballot delivered in person or by mail to the Election Committee. Ballots must be received by the Election Committee prior to the closing of the polls.
- (b) Votes. At such election, each Member in Good Standing may cast, in person or by proxy, for each vacancy to be filled, as many votes as they are entitled to exercise under the provisions of the Restrictions. Cumulative voting is not permitted. All votes must be on the Official Ballot, which shall contain provisions for write-in votes. If more than one ballot is received for a Lot, the ballot first received shall be the only one counted.
- (c) Plurality. The candidates for two-year terms receiving the largest number of votes shall be elected; the candidates for one-year terms receiving the largest number of votes shall be elected. In the event of a tie, the winner will be determined by lot under the direction of the Election Committee in the presence of the then-current Board.
- (d) Taking Office. The newly elected Directors shall take office upon announcement of the election results. These new Directors shall serve concurrently with the existing Directors until the conclusion of the Annual Meeting. Retiring Directors shall be relieved of their duties at the conclusion of the Annual Meeting, at which time the new Board shall elect and install its officers. During this overlapping period, each Director shall have one vote.

Section 5.05. Removal. Any Director may be removed from the Board, with or without cause, by a two-thirds vote at the Annual Meeting of Members or at a Special Meeting of Members called for that purpose (requiring the presence, in person or by proxy, of a quorum). The vacancy created by such removal may be filled by an immediate election at the same meeting. If the vacancy is not filled by an immediate election, it shall be filled by the remaining Board of Directors in the same manner as other vacancies are filled. In either event, the Director so elected shall be elected only for the unexpired term of his predecessor.

Section 5.06. Resignation. Any Director may resign at any time by giving written notice to the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein.

Section 5.07. Vacancies. Except as provided for in Section 5.05 herein, any vacancy occurring in the Board of Directors shall be filled by an affirmative vote of the majority of the remaining Directors of the Board even though the number of Directors remaining may not constitute a quorum, and shall be filled within thirty (30) days following the next regular meeting of the Directors at which the vacancy occurred or was first known. Directors elected to fill vacancies shall be elected only for the unexpired term of the position filled. For purposes of this Section, a vacancy is deemed to exist in the case of death, resignation, judicial adjudication of mental incompetence, removal by action of the Directors for absenteeism as provided in Section 5.17(h) herein, removal by action of the Members of the Association wherein the Members do not immediately elect a successor, or in the event that the Members fail to elect the full number of Directors at the Annual Election.

Section 5.08. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duty.

Section 5.09. Regular Meetings. A Regular Meeting of the Board of Directors shall be held at least once a month on such dates and at such places and times as may be fixed from time to time by resolution of the Board. At least one Regular Meeting per month shall be open to the Members of the Association.

Section 5.10. Board Meeting in Lieu of Annual Meeting of Members. In accordance with Section 4.01(c), the Board shall convene a Regular Meeting in the absence of a quorum at the Annual Meeting of Members, and shall conduct such business and present such reports as are required to be given at the Annual Meeting of Members.

Section 5.11. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President or by any two Directors. Not less than three (3) days written notice shall be given to each Director.

Section 5.12. Waiver of Notice. Whenever notice is required to be given to the Directors, A Waiver of Notice in writing, signed by all the Directors, whether before or after the time specified for such notice, shall be equivalent to the giving of such notice. The signed original of such Waiver of Notice shall be kept with the Corporate Records. Attendance of a Director at a meeting shall constitute a Waiver of Notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.13. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Proxies shall not be counted toward a quorum.

Section 5.14. Proxies. A Director may vote by proxy executed in writing by that Director prior to the meeting in which that vote is taken. Such proxies shall be revocable, shall apply only to the meeting specified in the proxy, and shall apply only to votes on issues specified in the proxy.

Section 5.15. Emergency Action by the Board. In the event that immediate action must be taken on an item requiring Board approval, when it would not be possible or reasonable to call a Special Meeting or wait for a Regular Meeting, such action may be decided by telephone consent of a majority of the Board. The action taken, as well as the names of the consenting Board members, shall be entered in the minutes of the next Regular or Special Board Meeting following approval of such action.

Section 5.16. General Powers and Duties. The Board of Directors shall have all the powers, duties, and authority necessary to exercise for the Association all powers, duties, and authority vested in or delegated to the Association that are not reserved to the Membership of the Association by law, or by the Restrictions, Articles of Incorporation, or these Bylaws. The Directors, individually and collectively, shall exercise proper diligence and care in managing the assets and affairs of the Association.

Section 5.17. Specific Powers. The specific powers of the Board of Directors shall include, but not be limited to, the following:

- (a) to execute contracts, promissory notes, mortgages, and other legal documents in the name of the Association;
- (b) to borrow money and incur indebtedness in the name of the Association, and to pledge the property and assets of the Association;
- (c) to employ business entities, independent contractors, and employees in the name of the Association, and prescribe their duties;
- (d) to enforce the provisions of the Restrictions;
- (e) to foreclose a lien against any Lot for failure to pay Maintenance Assessments;
- (f) to adopt and publish rules and regulations governing the use of the Common Areas and facilities of the Association, and the personal conduct of the Members and guests thereon, and to establish and enforce penalties for infractions thereof;
- (g) to suspend the voting rights and the right to use of the Common Areas and facilities of the Association as provided for in the Restrictions;
- (h) to declare the office of a Director of the Board to be vacant in the event such Director shall be absent from three (3) consecutive Regular Meetings of the Board;
- (i) to establish and collect Assessments, late fees, interest, and penalties consistent with the Restrictions, and State and Federal law.

Section 5.18. Specific Duties. The specific duties of the Board of Directors shall include, but not be limited to, the following:

- (a) to conduct, manage, and control the affairs of the Association consistent with law, the Restrictions, the Articles of Incorporation, and these Bylaws;
- (b) to keep a complete up-to-date record of all acts of the Board and all corporate affairs of the Association;
- (c) to supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- (d) to fix the amount of the Annual Assessment at least thirty (30) days prior to its due date;
- (e) to send written notice of each Maintenance Assessment to every Owner at least thirty (30) days prior to its due date;
- (f) to pursue diligently, by all proper and legal means, the collection of overdue Maintenance Assessments;
- (g) to prepare an annual budget;
- (h) to provide for adequate liability and hazard insurance consistent with sound management practices;
- (i) to cause the Common Areas and facilities of the Association to be maintained;
- (j) to enforce the provisions of the Restrictions.

ARTICLE VI - OFFICERS OF THE ASSOCIATION

Section 6.01. Enumeration of Officers. The Principal Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be members of the Board of Directors.

Section 6.02. Term of Office. The Principal Officers of the Association shall be elected to a term of one (1) year, commencing with the installation of Officers at the Annual Meeting of the Association.

Section 6.03. Election. The Principal Officers of the Association shall be elected by a majority vote of the Members of the new Board by written secret ballot at a Special Meeting prior to the Annual Meeting.

Section 6.04. Special Appointments. The Board, from its membership, may elect other officers of the Association and shall establish the authority and duties of such officers.

Section 6.05. Removal. Any officer may be removed from office, with or without cause, by a two-thirds vote of the Board. Any Officer who ceases to be a Director shall be automatically removed from office at the time he ceases to be a Director.

Section 6.06. Resignation. Any officer may resign at any time by giving written notice to the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 6.07. Vacancies. A vacancy in one of the Principal Officer's positions shall be filled no later than the adjournment of the next meeting of the Directors after the meeting at which the vacancy occurred or was first known. A vacancy in any other office may be filled at the discretion of the Board. Replacement officers shall be elected by written secret ballot of the Board. Officers filling vacancies shall serve only for the unexpired term of the officer replace.

Section 6.08. Multiple Offices. No Principal Officer shall simultaneously hold more than one Principal Office.

Section 6.09. General Powers and Duties of Principal Officers. The Principal Officers shall have such powers and duties as prescribed in the Restrictions, Articles of Incorporation, and elsewhere in these Bylaws, and as prescribed in the Parliamentary Authority, and as prescribed in resolutions of the Board and of the Association.

Section 7.10. Specific Powers and Duties of Principal Officers. The Principal Officers shall have, but not be limited to, the following powers and duties:

- (a) President. The President shall preside at all meetings of the Board of Directors and all Meetings of the Members; see that orders and resolutions of the Board are carried out; sign or authorize another Board member to sign any lease, mortgage, deed, contract, lien, or other written instrument; co-sign or authorize another Board member to co-sign any check or promissory note; and be an Ex Officio Member of any Committee of which he is not a regular member, except in the case of the Election Committee when he is a condidate;
- (b) Vice President. The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members and file the originals thereof, or copies certified by the Secretary, in the Corporate Records; keep the Corporate Seal of the Association and affix it on all papers requiring said seal; serve Notice of Meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board;
- (d) Treasurer. The Treasurer shall be responsible for receiving, and depositing in appropriate bank accounts, all Association funds, and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep, or cause to be kept, proper books of account; cause an annual audit to be made by a Certified Public Accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented at the Annual Meeting of Members, and shall make copies available to the Members; and shall provide the Secretary with all financial records and reports to be filed in the Corporate Records.

ARTICLE VII - COMMITTEES

Section 7.01. Architectural Control Committee. The Architectural Control Committee is a Standing Committee established in the Restrictions. The Board of Directors shall define its composition, procedures, duties, and powers, consistent with the Restrictions, and shall elect or appoint its members.

Section 7.02. Nominating Committee.

- (a) Purpose. It is the purpose of the Nominating Committee to nominate candidates for election to the Board of Directors.
- (b) Appointment. The Nominating Committee shall be appointed by the Board of Directors at least three months prior to the election date and shall serve from the time of appointment until the election of Directors.
- (c) Composition. The committee shall consist of at least one Director from the current Board and at least two Members or residents who are not Directors. The committee chairman shall be a Director.
- (d) Nominees. The committee shall make at least one nomination for each of the positions to be filled. The committee shall nominate all candidates who apply in writing within thirty (30) days of the call for nominations, as well as those candidates solicited by the committee prior to the printing of the ballots.
- (e) Final Report. The committee shall finalize and present its report to the Election Committee by the second Saturday of August.
- (f) Candidate Withdrawals. In the event that a candidate withdraws prior to the election, the committee shall make a replacement nomination if necessary to provide that there sufficient candidates for the number of positions to be filled.

Section 7.03. Election Committee.

- (a) Purpose. The purpose of the Election Committee shall be to conduct and manage the election of Directors; to establish polling hours and location; to draft, subject to the approval of the Board, and cause to be printed, the Official Ballot and voting instructions to Members; to distribute, collect, and count the Ballots; to resolve ties; and to announce the results of the election.
- (b) Appointment. The Election Committee shall be appointed by the Board of Directors at least three (3) months prior to the election date and shall serve from the time of appointment until the election of Directors.
- (c) Composition. The committee shall be composed of Members in Good Standing who are not candidates in the election, and shall consist of at least three (3) members. The committee shall elect its own chairman.
- (d) Official Ballot. After the close of nominations, the committee shall prepare the Official Ballot and voter instructions for the election and cause them to be distributed to all Members by the last Saturday in August. The ballot shall contain in one part the names of all candidates nominated for one-year terms, and in another part the names of all candidates nominated for two-year terms, and shall specify the maximum number of votes which the ballot may contain in each part.
- (e) Counting the Votes. The committee shall count the votes and publicly announce the results within forty-eight (48) hours after the close of the polls. All ballots containing the allowed number or fewer votes in either part shall be counted; any ballot containing more than the maximum number of votes allowed in either part shall be disqualified.
- (f) Absentee Ballots. Any ballot that is not personally placed into the ballot box by the Member entitled to vote that ballot shall be considered an absentee ballot. All such ballots may be sealed within an unmarked envelope, but must contain an attachment or outer envelope which clearly indicates the Lot, by address or legal description, and Member for which that ballot is being cast.

Section 7.04. Other Standing Committees. The Board may, from time to time, create and define additional Standing Committees by passing a Special Rule of Order as provided for in the Parliamentary Authority.

Section 7.05. Special Committees. Either the Board or the President may, from time to time, create and define Special Committees to carry out a specified task, provided that such Special Committee shall not be directed to perform a task that falls within the assigned function of an existing Standing Committee.

Section 7.06. Board Committees. All committees that are created or defined by the Board, or whose membership is appointed or elected by the Board, shall be Board Committees and shall be responsible to the Board, and all actions taken by such Board Committees shall be subject to the approval of the Board. The term of all Board Committees shall be co-terminous with the term of the Board and will expire upon the installation of a New Board.

ARTICLE VIII - PARLIAMENTARY AUTHORITY

current edition of Robert's Rules of Order Newly Revised shall be the Parliamentary Authority of the Association, of the Board, and of all committees of the Association of the Board; and the rules contained therein shall govern in all cases in which they are applicable and in which they are not inconsistent with the law, with the Restrictions, Articles of Incorporation, or these Bylaws, or with any Special Rules of Order adopted by the applicable body.

ARTICLE IX - AMENDMENT OF BYLAWS

These Bylaws may be amended, at a Regular or Special Meeting of the Members, by a vote of a majority of a quorum of Members in Good Standing present in person or by proxy.

ARTICLE X - CORPORATE RECORDS

The Board of Directors shall keep, at the principal office of the Association, the Corporate Records, which shall be available during reasonable business hours for inspection by any Member of the Association. Copies may be purchased at a reasonable price. The Corporate Records shall include the following:

- c) the Restrictions, Articles of Incorporation, and Bylaws, with all amendments;
- d) correct and complete books and financial records, including accurate current financial statements, audits and tax returns for at least the five (5) preceding years, and the budget for the current fiscal year;
- e) minutes of the proceedings of Meetings of the Members, meetings of the Board of Directors, and meetings of all committees having any authority of the Board of Directors, including copies, certified by the Secretary, of all Notices and the signed originals of all Waivers of Notice.
- f) current rolls of Members of the Association and their addresses.

ARTICLE XI - MISCELLANEOUS

Section 11.01 Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors, consistent with the law.

Section 11.02. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words: HUNTINGTON VILLAGE COMMUNITY ASSOCIATION, INC.

Section 11.03. Checks and Promissory Notes. All checks, drafts, or other orders for the payment of money, and all notes or other evidences of indebtedness, issued in the name of, or payable by or to, the Association shall be signed or endorsed by such person and in such manner as shall be determined from time to time by resolution of the Board, consistent with the Restrictions, Articles of Incorporation, and these Bylaws.

Section 11.04. Execution of Documents. The Board of Directors may authorize any officer, agent, or employee to enter into contracts or execute instruments in the name of the Association. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract, or to pledge its credit, or to render it liable for any purpose or in any amount.

Section 11.05. Conflicting Provisions. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Restrictions and these Bylaws, the Restrictions shall control.

Section 11.06. Singular/Plural and Gender Provisions. The singular, wherever used herein, shall be construed to mean the plural, and vice versa, when applicable; either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 11.07. Transition to New Election Date. The transition of the Board to the number, terms, and election dates provided herein shall be carried out as follows:

- (a) In June, 1984, an election of Directors shall be held in keeping with the time precedent set under the original Bylaws. At this election, seven (7) Directors shall be elected, of which five (5) shall be elected to serve until the Third Thursday in October of 1984. The other two Directors shall be elected to serve the balance of a two-year term ending the Third Thursday in October of 1985.
- (b) The election procedure set forth herein in Articles V and VI shall commence with the election of five (5) Directors, three (3) to one-year terms and two (2) to two-year terms, on the Second Saturday in September of 1984.

CERTIFICATION

In accordance with Article XIII, Section 1, of the Bylaws of the HUNTINGTON VILLAGE COMMUNITY ASSOCIATION, INC., as adopted on June 25, 1971, I do hereby certify:

THAT I am the duly elected and acting Secretary of the HUNTINGTON VILLAGE COMMUNITY ASSOCIATION, INC., a Texas corporation, and

THAT as a result of a vote of the Members taken on the 19th. day of April, 1984, the Amendments to the Bylaws hereto attached were approved.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this Sixth day of June, 1984.

Wilton T. Adams

Secretary

STATE OF TEXAS
COUNTY OF HARRIS

I, Ramona Holt, a Notary Public, do hereby certify that on this 16th day of June, 1984, personally appeared before me Wilton T. Adams, and being duly sworn, declared that he is Secretary of the corporation executing the foregoing document in his capacity on behalf of the HUNTINGTON VILLAGE COMMUNITY ASSOCIATION, INC., and that the above statements are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year herebefore mentioned.

Ramona Holt

Notary Public in and for Harris County,
State of Texas

My commission expires 4-11-87



RAMONA HOLT
COMMISSION EXPIRES 4-11-87