

**AMENDED AND RESTATED BY-LAWS
OF THE
THE WOODS OF WIMBLEDON SECTION II MAINTENANCE CORP.**

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**AMENDED AND RESTATED BY-LAWS OF
THE WOODS OF WIMBLEDON SECTION 2 OR II HOMEOWNER'S ASSOCIATION,
INC.**

ARTICLE I. NAME, PRINCIPAL OFFICE AND DEFINITIONS

This Amended and Restated By-laws of The Woods of Wimbledon Section II Maintenance Corp., hereby supercedes and replaces any and all existing By-laws and any amendments thereto, hereinafter referred to as ("By-laws").

A. Name

The name of the Association is The Woods of Wimbledon Section II Maintenance Corp., a Texas Non-Profit Corporation hereinafter referred to as the ("Association").

B. Principal Office

The principal office of the Association shall be located in the City of Houston, Harris County, Texas or such other place as may be designated by the Board of Directors of the Association from time to time or as the Association may require.

C. Definitions

The words used in these By-laws shall have the same meaning as set forth in The Woods of Wimbledon Section 2 Reservations, Restriction and Covenants was filed of record under Harris County Clerk's File No. H135390 on or about September 9, 1981 and were then refiled 1763 to correct a volume and page number on or about September 14, 1981 under Harris County Clerks File No. H140002 and film code number 195-85-1745 through 195-85-1763, collectively referred to hereinafter as the ("Original Restrictions") and were amended and filed of record under Harris County Clerk's File No. M919470 on November 28, 1990, referred to hereinafter as the ("First Amended Restrictions") for that certain property known as The Woods of Wimbledon Section Two, according to the plat thereof also filed of record on September 3, 1981 in Volume 304, Page 32 of the Map Records of Harris County, Texas.

D. Property

The Property affected by these By-laws is that which is described on the plat for The Woods of Wimbledon Section 2 or II, a subdivision in, Harris County, Texas according to the map or plat thereof filed of record on September 3, 1981 in Volume 304, Page 32 of the Map Records of Harris County, Texas referred to hereinafter as the ("Property").

ARTICLE II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING

A. Membership

The Association has one class of Members. A ("Member") means an owner who has record title of a Lot in the Property, whose Lot is subject to the assessments ("Lot") in the Restrictions.

B. Place of Meetings

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors. However, in no event shall a board meeting be held other than in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county.

C. Annual Meetings

The regular annual meetings of the Members of the Association shall be held at the principal office of the Association, and at such other date, time or place as determined in the sole discretion of the Board of Directors ("Board") of the Association. Directors shall be elected by the Members at the Annual meeting. Officers will be elected by the Directors.

D. Special Member Meetings

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten percent (10%) of Member votes of the Association, or in such other manner as is provided in these By-laws. The notice of any special meeting shall state the date, time and location of such meeting and the business, purpose or subject matter of the special meeting and be noticed as described in subsection E below or in any such other manner as is provided by law. No other business shall be transacted at a special meeting except as stated in the notice.

E. Notice of Annual or Special Meetings

Written notice stating the date, time and location of any meeting of the Association shall be delivered, either personally, or by first class mail with postage prepaid, or via fax, email, or other electronic media, to each Member not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, Secretary, Officers or persons calling the meetingⁱ.

Such notice must contain a description of the topics or issues to be discussed. Notice to a Member by email, facsimile or first class mail must be sent to the email address, facsimile number or mailing address provided to the Association in writing by that Member. If no mailing address is provided to the Association, notice shall be mailed to the Member's property or Lot in the Association.

Notice sent to a Member via first class mail with postage prepaid to the address of the Member maintained on the books and records of the Association shall be deemed delivered when deposited in a mail box or facility regularly maintained by the United States Postal System. If emailed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a confirmation that the email was sent. If faxed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. For any given meeting, the Association may use any combination of methods for providing notice to the Members.

For the purpose of determining the Members entitled to notice of a meeting, the membership of the Association shall be determined on the date the notice of meeting is given.

F. Waiver of Notice

Waiver of notice of any Annual or Special meeting of the Association shall be deemed the equivalent of proper notice as described in Section E of this Article above. Any Member may waive notice in writing either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, or the casting of a vote by a Member shall be deemed a waiver by the Member of notice of the date, time and location of the meeting, unless the Member specifically objects to lack of proper notice in writing at the time the meeting is called to order.

G. Adjournment of Meetings

If any Annual or Special meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the Members present at the meeting, in person or by proxy, may adjourn the meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

H. Voting by Members

Each Member shall receive one vote for each Lot owned. Multiple owners of a single Lot must vote in agreement and in no event shall more than one vote per Lot be cast. Each Member may vote in person or by proxy appointed by instrument in writing and signed by the Member or by the duly authorized attorney of such Member. E-mail and facsimile proxies and e-mail attached proxies shall be valid. Electronic voting shall be valid pursuant to rules and regulations promulgated by the Board, the terms of these By-laws and as allowed by law.

At all meetings of Members, all matters, except as otherwise governed by law, Articles of Incorporation, these By-laws or the Restrictions, shall be decided by the vote of a majority of the Members of the Association present in person or by proxy with a Quorum being present. All voting at any meeting shall be by written ballot in person, by proxy or by absentee or electronic ballot or any combination thereof, so long as made equally available to all Members and made known at the time the meeting notice was sent, and counted in accordance with this paragraph as well as subparagraph M belowⁱⁱ. Each ballot must be in writing and shall be signed by the Member voting or by his proxyⁱⁱⁱ. However, in an association-wide election, written and signed ballots are not required for uncontested races^{iv}.

An absentee or electronic ballot may not be counted, even if properly delivered, if the Member attends the meeting to vote in person, or if the final vote of a proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot^v.

The Association may not bar a Member from voting in an Association election solely based on the fact that there is a pending enforcement against the Member or the Member owes the Association any delinquent assessments, fees or fines^{vi}.

I. Quorum

Except as otherwise provided in these By-laws or in the Restrictions, the presence in person or by proxy of Members representing thirty percent (30%) of the votes of the Members shall constitute a quorum at all meetings of the Association, except as otherwise provided by law. If, however, such quorum shall not be present at any meeting, the Members who are present and entitled to vote thereat shall have the power to adjourn the meeting and immediately reconvene another meeting on the same date and same location without further notice, other than announcement at the meeting. The Quorum requirement at any such reconvened meeting will reduce by one-half (1/2) for each adjourned and reconvened meeting until quorum is reached. At any reconvened meeting with quorum being present, any business may be transacted with might have been transacted at the meeting originally called. An absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot.^{vii}

K. Conduct of Meetings

The President or the designee of the President shall preside over all meetings of the Association. The Secretary or the designee of the Secretary shall keep and sign written minutes of each annual meeting of the members, regular board meetings and special board meetings and record all resolutions and motions adopted at the meeting and transactions occurring at the meeting. The Treasurer shall account for all corporate finance and keep the Board advised and provide a report at each board meeting.

L. Action Without a Meeting

Any action that may be taken or required by law to be taken at a meeting of Members of the Association, may be taken without a meeting if written consent setting forth the action taken is signed by Members holding the number of votes necessary to pass a proposition concerning the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

M. Proxies and Absentee Ballots

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary by the time of each meeting or by any earlier date or time specified in the notice of meeting. Every proxy shall be revocable and shall automatically cease upon:

- (i) Conveyance by the Member of the Member's interest in the property;

- (ii) Receipt of notice by the Secretary of the death or judicially declared incompetence of a Member;
- (iii) Receipt of written revocation; or
- (iv) Expiration of eleven (11) months from the date of the proxy^{viii}.

In the case of a Member's execution of more than one proxy, the proxy with the most current date shall be valid. Proxies not delivered prior to the start of any meeting or by any earlier date or time, if specified in the notice of meeting, shall not be valid.

To the extent permitted by law, a Member may vote on any issue to be voted upon by the Members under these By-laws by absentee ballot given by email, facsimile or posting on an Internet website for which the identity of the Member submitting the ballot can be confirmed; and for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website^{ix}. A signature on any such absentee ballot shall be satisfied by a digital signature otherwise meeting the requirements of such documents or applicable law.

To be valid, any vote cast by a Member by proxy, facsimile, or posting on an Internet website must be received by the Association by the date and time specified in the notice of meeting or, if no date and time is specified in the notice of meeting, by midnight of the day before the date of the scheduled meeting.

A solicitation for votes by absentee ballot must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; instructions for delivery of the completed absentee ballot, including the delivery location; and the following language:

"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."^x

ARTICLE III. BOARD OF DIRECTORS: COMPOSITION, MEETINGS, POWERS

A. Composition and Election

Section 1. Composition

The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. A Member who has been convicted of a felony or a crime involving moral turpitude may not serve on the Board. If a Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude,

the board member is immediately ineligible to serve on the Board of the Association, is automatically considered removed from the board, and prohibited from future service on the board^{xi}.

Section 2. Election of Directors

Election of Directors by the Members by vote of a majority of the Members in person, by ballot, absentee ballot or by proxy at a properly called meeting at which a quorum is present, or by any combination of the same, by a majority vote of the Members voting.

In an election where there are more candidates than vacant positions and where two or more candidates receive the same number of votes resulting in a tie, the winner of the election shall be chosen by lot (i.e., the names of the candidates who are running for a director position and have received the same number of votes shall be written on separate pieces of paper by the presiding officer of the meeting, the pieces of paper shall be folded by the presiding officer and placed in a container provided by the then-serving Board of Directors; the presiding officer shall ask for a volunteer Member from the audience of Owners to pick any one piece of paper from the container and the person whose name is picked shall be declared the winner of such election).

Section 3. Number of Directors

The number of Directors in the Association shall be not less than three (3) nor more than seven (7).

Section 4. Term of Office of Directors

The term of Directors shall be five (5) years and shall be staggered so that a new Board is not voted in and out at the same time.

Section 5. Removal of Directors and Vacancies

Any Director may resign at any time by giving written notice to the Board or Directors. Any vacancy created during the term of a Director may be appointed by the remaining Directors to fill the remaining term of the vacated Director. A Director whose term has expired may not be appointed by the remaining members, but rather, must be elected by the Members of the Association^{xii}.

Any Director elected by the Members may be removed prior to the expiration of his or her term, with or without cause, at a Special Meeting of the Members called for that purpose, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting. The notice shall be given to the Members as set out in Section 3 of this Article below. Upon removal of a Director, a successor shall then and there be elected by the Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such director.

B. Meetings

Section 1. Regular Board Meetings

Regular meetings of the Board of Directors may be held at such time, date and place as shall be determined from time to time by a majority of the directors, but at least one (1) such meeting shall be held during each fiscal year. However, in no event shall a board meeting be held other than in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county.^{xiii}

Board Meetings are a deliberation between a quorum of the Directors of the Association, during which Association business is considered and the board takes formal action^{xiv}. Board Meetings 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^{xv}.

Section 2. Special Board Meetings

Special meetings of the Board of Directors shall be held when called by written notice issued at the request of the President of the Association or by written resolution of a majority of a quorum of the Board of Directors. The notice shall be given to the Members as set out in Section 3 of this Article below.

Section 3. Notice and Waiver of Notice and Recesses

Members shall be given notice of the date, time, 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^{xvi}. The notice shall be mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or, provided at least 72 hours before the start of the meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members:

(i) in a place located on the association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or

(ii) on any Internet website maintained by the association or other Internet media; and by sending the notice by e-mail to each owner who has registered an e-mail address with the association^{xvii}. It is a Member's duty to keep an updated e-mail address registered with the property owners' Association^{xviii}.

If the board recesses a regular or special board meeting to continue the following regular business day, the board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section^{xix}. If a regular or special board meeting is continued to the following regular business day, and on that following day the board continues the meeting to another day, the board shall give notice by either method in the paragraph above after adjourning the meeting being continued^{xx}.

A board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners under this section, if each board member is given a reasonable opportunity to express the board member's opinion to all other board

members and vote^{xxi}. Any action taken without notice to owners under this section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting.

The board may not, unless done in an open meeting for which prior notice was given to owners under this Section, 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;
- 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;
- lending or borrowing money;
- the adoption or amendment of a dedicatory instrument;
- the approval of an annual budget or approval of an amendment of an annual budget that increases the budget by more than 10 percent;
- the sale or purchase of real property;
- the filling of a vacancy on the board;
- the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- the election of an officer.^{xxii}

Section 4. Quorum of Board of Directors

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors

Section 5. Compensation

No Director shall receive any compensation from the Association for acting as such. However, a Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Pursuant to Chapter 209, Section 209.0052, Texas Property Code, the Association may enter into an enforceable contract with a current Association Board Member, a person related to a current Association Board Member (within the third degree by consanguinity or affinity, as

determined under Chapter 573, Government Code), a company in which a current Association Board Member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Association Board member (within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code), who has a financial interest in at least 51 percent of profits only if the following conditions are satisfied:

(i) the Board Member, relative, or company bids on the proposed contract and the association has received at least two other bids for the contract from persons not associated with the board member, relative, or company, if reasonably available in the community;

(ii) the Board Member is not given access to the other bids; does not participate in any board discussion regarding the contract; and does not vote on the award of the contract;

(iii) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Association Board Members and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board Members who do not have an interest governed by this subsection; and
(iv) the Association board certifies that the other requirements of this subsection have been satisfied by a resolution approved by an affirmative vote of the majority of the board members who do not have an interest governed by this subsection.

Section 6. Conduct of Board Meetings

The President or his or her designee shall preside over all meetings of the Board of Directors, and the Secretary or his or her designee shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 7. Open Board Meetings

Regular and special board meetings must be open to owners subject to the right of the board to adjourn a board meeting and reconvene in closed executive^{xxiii}. However, Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time any Member may speak.

Section 8. Executive Session

The Board of Directors may adjourn a regular 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 property owners' 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^{xxiv}. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, 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^{xxv}. The oral summary must include a general explanation of expenditures approved in executive session^{xxvi}.

C. Powers and Duties

Section 1. Powers

The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers necessary for the administration of the Association's affairs. The Board of Directors shall delegate to one (1) or more of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-laws, Texas law, or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and for performing or causing to be performed, the following, in way of explanation, but not limitation:

- (a) preparing and adopting of annual budgets;
- (b) making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for Special Assessments;
- (c) collecting the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (d) providing for the operation, care, upkeep and maintenance of all Common Areas, including entering into a contract to provide for such operation, care, upkeep and maintenance;
- (e) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Restrictions and these By-laws after damage or destruction by fire or other casualty;
- (f) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its Property and the Common Areas and, where appropriate, providing 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;
- (g) making and amending rules and regulations and promulgating, implementing and collecting fines for violations of the rules and regulations;
- (h) opening of bank accounts on behalf of the Association and designating the signatories required;
- (i) enforcing by legal means the provisions of the Restrictions, including the provisions concerning architectural control, these By-laws, and the rules and regulations adopted

by the Association and bringing any proceedings that may be instituted on behalf of or against the Owners or Members concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities with policy limits, coverage and deductibles as deemed reasonable by the Board of Directors and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) maintaining a membership register reflecting, in alphabetical order, the names, Property addresses and mailing addresses of all Members;

(n) making available upon request to any prospective purchaser, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Property, for any proper purpose during normal business hours by advance appointment, copies of the Restrictions, the Certificate of Formation, the By-laws, rules governing such Property and all other books, records, and financial statements of the Association for a reasonable charge; and making copies thereof available for a reasonable charge; and

(o) permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property.

Section 2. Management

The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-laws.

Section 3. Accounts and Reports

The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual or cash accounting, as defined by generally accepted accounting principles, shall be employed.

(b) Accounting and controls should conform to generally accepted accounting principles.

(c) Cash accounts of the Association shall not be commingled with any other accounts. Operating and reserve funds will be managed in a manner consistent with IRS guidelines for non-profit corporations.

(d) No remuneration without full disclosure and prior agreement of the Board of Directors, or as contained in a written management contract, shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

(e) Any financial or other interest that any director, or the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(f) A semi-annual financial report shall be prepared for the Association containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual or cash basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report.

(g) An annual report consisting of at least the following shall be made available at the annual meeting of Members to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (i) an operating (income) statement; and (i) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

(h) An annual review of the Association books may be made by an independent certified public accountant at the completion of each fiscal year and an audit of the association books may be made at the completion of each third fiscal year.

Section 4. Rights of the Association

With respect to the Common Areas and in accordance with the Certificate of Formation and the Restrictions, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other Neighborhood owner or resident associations, both

within and outside the Property. Such agreements shall require the consent of a majority of the Directors of the Association.

ARTICLE IV. OFFICERS

A. Officers

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the Members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

B. Election, Term of Office and Vacancies

The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

C. Removal

Any officer may be removed from office, but not as a director of the Board, with or without cause, by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

D. Powers and Duties

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Restrictions and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

E. Resignation

Any officer or Director may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two (2) officers or such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V. COMMITTEES

The Board of Directors is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee and in accordance with such rules as are adopted by the Board of Directors. All committees of the Association shall be vested with advisory powers only and is not authorized to act on behalf of the Association.

ARTICLE VI. MISCELLANEOUS

A. Fiscal Year

The fiscal year of the Association shall be January 1st to December 31st of each year.

B. Parliamentary Rules

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) may be used to govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Restrictions, or these By-laws.

C. Conflicts

If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Restrictions, and/or these By-laws, then the provisions of Texas law, the Restrictions, the Certificate of Formation, and the By-laws (in that order) shall prevail.

D. Books and Records

All Members and Directors shall have the right to examine the Books and Records of the Association pursuant to the Associations Document Production and Copying Policy.

E. Notices

Unless otherwise provided in these By-laws, all notices, demands, bills, statements, or other communications under these By-laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

(i) if to a Member at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(ii) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

F. Amendment

These By-laws may be amended only by the affirmative vote or written consent, or any combination thereof by two-thirds (2/3) of the votes of the Association present, in person or by proxy, at any regular or special meeting. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

G. Indemnity

To the fullest extent permitted by applicable law, Association shall and does hereby agree to indemnify, protect, hold harmless and defend its officers, directors, and committee members, hereinafter referred to as "Indemnitees" from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees (collectively, "Liabilities"), of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever (including without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of any of the Indemnitees; provided, however, that the Association shall not indemnify the Indemnitees for any Liabilities arising as a result of the gross negligence or willful misconduct of Indemnitees. **THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS SECTION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.**

The Indemnitees shall promptly advise the Association in writing of any action, administrative or legal proceeding or investigation as to which indemnification may apply, and Association, at Association's expense, shall assume on behalf of Indemnitees and conduct with due diligence and in good faith the defense thereof with competent trial counsel, provided, however, that Indemnitees shall have the right, at their own option, to be represented therein by advisory counsel of their own selection and at their own expense.

In the event of the failure by Association to fully perform its obligations in accordance with this Section, Indemnitees, at their option, and without relieving Association of its obligations hereunder, may so perform, but all costs and expenses so incurred by Indemnitees in that event shall be reimbursed by the Association to Indemnitees, together with interest, on the same from the date any such expense was paid by Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the State of Texas (or if no maximum rate is applicable, at the rate of eighteen percent (18%) per annum). The indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

H. Business Judgment Rule

Any act or thing done by any Director, Officer, or Committee Member taken in furtherance of the purposes of the corporation, and accomplished in conformity with the procedures set forth in the Restrictions, Certificate of Formation, the laws of the State of Texas, and/or these By-laws, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done shall not be a breach of duty on the part of the Director, Officer, or Committee Member if they have been done within the exercise of their discretion and judgment.

The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, Officer or Committee Member. A court shall not re-examine the quality of the decisions made by the Director, Officer, or Committee Member by determining the reasonableness of the decision as long as the decision is made in good faith in what the Director, Officer, or Committee Member believes to be the best interest of the corporation.

A Director shall discharge the director's duties, including duties as a committee member, in good faith, with ordinary care, and in a manner the director reasonably believes to be in the best interest of the corporation^{xxvii}.

A Director of a corporation is not considered to have the duties of a trustee of a trust with respect to the corporation or with respect to property held or administered by the corporation, including property subject to restrictions imposed by the donor or transferor of the property^{xxviii}.

I. Dissolution/Winding Up Termination

The corporation may be wound-up/dissolved pursuant to the Texas Business Organizations Code, or its successor statute. If the corporation is wound-up or dissolved, the assets shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

APPROVED BY:

THE WOODS OF WIMBLEDON SECTION 2 OR II HOMEOWNER'S ASSOCIATION, INC.

Gay Pallan, DIRECTOR

Dirk Sullivan, DIRECTOR

Jane Hoffmann, DIRECTOR

Chris Mada, DIRECTOR

James R. Liles, DIRECTOR

Ray Laird, DIRECTOR

Kathleen O'Lea, DIRECTOR

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Woods of Wimbledon Section II Maintenance Corp., a Texas non-profit corporation;

That the foregoing By-laws constitute the Amended and Restated By-laws of said Association, as duly adopted at a meeting of the Members where a quorum was present and held on the 21 day of March, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the 9 day of May, 2017.

Jane Hoffman
Jane Hoffman Secretary

STATE OF TEXAS

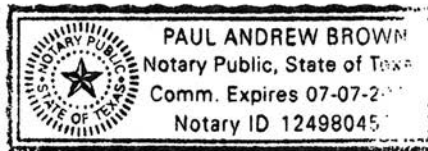
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COUNTY OF HARRIS

BEFORE ME, on this day personally appeared Jane Hoffman, the Secretary of The Woods of Wimbledon Section II Maintenance Corp., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 9th day of MAY, 2017.

Paul Brown
Notary Public – State of Texas



Endnotes References:

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- ⁱ 209.0056(a) Texas Property Code
 - ⁱⁱ 209.00592(a)(1-3) Texas Property Code
 - ⁱⁱⁱ 209.0058 Texas Property Code
 - ^{iv} 209.0058(e) Texas Property Code
 - ^v 209.00592(b)(2) & (3) Texas Property Code
 - ^{vi} 209.0055 Texas Property Code
 - ^{vii} 209.00592(b)(1) Texas Property Code
 - ^{viii} 22.160(e) Business Organization Code
 - ^{ix} 209.00592(d)(1)-(3) & (e) Texas Property Code
 - ^x 209.00592(e) (1)-(3) Texas Property Code
 - ^{xi} 209.00591(b) Texas Property Code
 - ^{xii} 209.00593(a) Texas Property Code
 - ^{xiii} 209.0051(c-1) Texas Property Code
 - ^{xiv} 209.0051(b)(1)(A) Texas Property Code
 - ^{xv} 209.0051(b)(1)(B) Texas Property Code
 - ^{xvi} 209.0051(e) Texas Property Code
 - ^{xvii} 209.0051(e) Texas Property Code
 - ^{xviii} 209.0051(f) Texas Property Code
 - ^{xix} 209.0051(g) Texas Property Code
 - ^{xx} 209.0051(g) Texas Property Code
 - ^{xxi} 209.0051(h) Texas Property Code
 - ^{xxii} 209.0051(h)(1)-(8) Texas Property Code
 - ^{xxiii} 209.0051(e) Texas Property Code
 - ^{xxiv} 209.0051(c) Texas Property Code
 - ^{xxv} 209.0051(c) Texas Property Code
 - ^{xxvi} 209.0051(c) Texas Property Code
 - ^{xxvii} 22.221(a) & (b) Business Organization Code
 - ^{xxviii} 22.223 Business Organization Code