

**FIRST AMENDED AND RESTATED BY-LAWS
OF
CHARNWOOD CIVIC CLUB, INC.
A NON-PROFIT CORPORATION**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Charnwood Civic Club, Inc. The meetings of members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "*Association*" and "*Civic Club*" shall mean and refer to Charnwood Civic Club, Inc., a Non-Profit Corporation incorporated under the laws of Texas, its successors and assigns.

Section 2. "*Common Properties*" or "*Common Area*" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plat, except the Lots together with such other property or interest in property as the Association may, at any time or from time to time, acquire by purchase, by lease or otherwise, subject, however, to the easements, limitations, restrictions, deadlines and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat, and/or by virtue of prior grants or dedications by predecessors in title.

Section 3. "*Declaration*" shall mean and refer to the Superseding Declaration of Restrictive Covenants, Restrictions and Conditions of Charnwood Subdivision applicable to the subdivision and recorded on June 5, 1992, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. N707615, Film Code No. 023-47-2955, et seq., including all amendments thereto.

Section 4. "*Lot*" or "*Building Plot*" shall mean and refer both to each plot of land shown upon the recorded subdivision map upon which there has been or will be constructed a single-family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any Common Area.

Section 5. "*Member*" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 6. "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single family dwelling, including contact sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "*Property*" or "*Properties*" shall refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of said CHARNWOOD subdivision, Section One, Two, and Three.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. An Annual Meeting of the Members shall be held at least once a year at such time that the Board shall choose.

Section 2. Order of Business. The order of business at the annual meeting of the Members shall be as follows:

- (a) Calling meeting to order;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of last annual meeting;
- (d) Reports of officers;
- (e) Reports of committees
- (f) Election of Directors; and
- (g) Miscellaneous business.

Section 3. Special Meetings. Special meetings of Members may be called at any time by the President or by the Board of Directors, or on written request of Members who are entitled to vote at least twenty-five percent (25%) of all votes of the membership.

Section 4. Notice of Meetings. Written notice of each meeting of Members shall be given by, or to the direction of, the Secretary or other person authorized to call the meetings by mailing a copy of such notice, postage prepaid, not later than the 10th day or earlier than the 60th day before such meeting to each Member, 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 receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. For a meeting of the Members at which a Director or Directors will be elected, the Members present in person or by proxy at the meeting shall constitute a quorum for the purpose of conducting elections. Except as otherwise provided by law, the Articles of Incorporation, or the Declaration, for all other meetings, the presence at the meeting, in person or by proxy, of Members entitled to cast one-tenth of the votes of the membership shall constitute a quorum for authorization of any action. If less than a quorum of the Members be present or represented by proxy at any meeting, a majority of those present thereat may, after the lapse of at least half an hour, adjourn the meeting to a future time not less than nor more than thirty (30) days later, and the Secretary shall thereupon give notice to each Member entitled to vote who was absent from such meeting.

Section 6. Proxies & Members Right to Vote. Each Member of the Association is entitled to one (1) vote. At all meetings of Members, each Member may vote in person or by proxy, absentee ballot, or electronic ballot (e-mail, facsimile, or posting on an internet website). All Members may vote; no Member may be disqualified from voting for any reason. All proxies shall be in writing and filed with the secretary. Subject to Section 7 of this Article, all proxies and ballots must be in writing and filed with the Secretary. Electronic votes are considered written and signed. Absentee ballots must contain each proposed action

with an opportunity to vote for or against, ballot mailing or delivery instructions, and a disclaimer that the ballot will not be counted if the proposal is changed at the meeting. Absentee ballots will not be counted if the Member attends the meeting and votes in person or if the language of the vote changes from what was listed on the absentee ballot. Individual ballots may be disqualified for any of the following reasons, including, but not limited to, failure to sign the written ballot, failure to identify property to validate ownership, conflict between votes of two Members of the same property, unreadable or ambiguous markings for vote, or voting for more candidates than open positions. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance of a Lot.

The Association is not required to provide an owner with more than one voting method; however, an owner must be allowed to vote by absentee ballot or proxy.

Section 7. Secret Ballots. The Board may adopt rules to allow voting by secret ballot by Members. If secret ballots will be used, the Board must take measures to reasonably ensure that:

- (a) a Member cannot cast more votes than the Member is eligible to cast in an election or vote;
- (b) the association counts every vote cast by a Member that is eligible to cast a vote; and
- (c) in any election for the Board, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed.

Secret ballots may not be used for a vote conducted outside of a meeting, in an election to fill a position on the Board, on a proposed adoption or amendment of a dedicatory instrument, on a proposed increase in the amount of a regular assessment or the proposed adoption of a special assessment; or on the proposed removal of a Board Member, must be in writing and signed by the Member.

Section 8. Vote Tabulator. A person who is a candidate in an election to the Board or who is otherwise the subject of an Association election, or a person related to that person within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election except as provided by law. The person who tabulates votes in the election may not disclose to any other person how an individual voted. Only a person who tabulates votes or who performs a recount under Section 209.0057(c) of the Texas Property Code, may be given access to the ballots cast in the election or vote. This Section may not be construed to affect the Association's obligation to comply with a court order for the release of ballots or other voting records.

Section 9. Recount of Votes. Any Member may, not later than the 15th day after the later of the date of the meeting at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes.

(a) A demand for a recount must be submitted in writing either: (1) by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the most recently filed management certificate; or (2) in person to the Association's managing agent as reflected on the most recently filed management certificate or to the address to which proxies and absentee ballots are mailed.

(b) The Association must estimate the costs for performance of the recount by a personal qualified to tabulate votes under Subsection (c) below and must send an invoice for the estimated costs to

the requesting owner at the owner's last known address according to Association records not later than the 20th day after the date the Association receives owner's demand for the recount. The owner demanding a recount under this section must pay the invoices described by this Section in full to the Association on or before the 30th day after the date the invoice is sent to the owner. If the invoice is not paid by the deadline prescribed in this Section, the owner's demand for a recount is considered withdrawn and a recount is not required.

(c) If the estimated costs under Subsection (b) are lesser or greater than the actual costs the Association must send a final invoice to the owner on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes, additional amounts owed by the owner, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the owner may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund shall be paid to the owner at the time the final invoice is sent under this subsection.

(d) Following receipt of payment under Subsection (b), the Association shall, at the expense of the Member requesting the recount, retain for the purpose of performing the recount, the services of a person who:

- 1.) is not a Member of the Association or related to a Member of the Board within the third degree by consanguinity; and
 - i. a current or former county judge, county elections administrator, justice of the peace, or county voter registrar; or
 - ii. a person agreed on by the Association and the Member requesting the recount.

(e) On or before the 30th day after the date of receipt of payment for a recount in accordance with subsection (b), the recount must be completed and the Association must provide each owner who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the requesting owner for the cost of the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE IV

BOARD OF DIRECTORS - TERM OF OFFICE; ELECTION; REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) Directors, who shall be Members of the Association.

Section 2. Term of Office. At the annual meeting in 2017, the terms of the Directors will be as follows: three (3) Directors will be elected to a two (2) year term and two (2) Directors will be elected to a one (1) year term. At each annual meeting thereafter, each Director shall be elected to a two (2) year term.

Section 3. Nomination. Nominations for election to the Board of Directors may be solicited in advance of the annual meeting and may be made from the floor at any annual meeting of Members.

Section 4. Election. Election to the Board of Directors shall be conducted by any voting method listed in Article III. Cumulative voting is not permitted. If the election is uncontested, the slate may be accepted by acclamation.

Section 5. Removal. Any Director may be removed from the Board, with or without cause, by a vote of the Members of the Association at a special meeting called for the purpose of voting on removal. In the event a Director is removed from the Board, his/her successor shall be elected by the Members and shall serve for the unexpired term of his/her predecessor. In the event of death, resignation, or removal of a Director, his/her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 6. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

ARTICLE V

BOARD OF DIRECTORS-MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board. Each Director shall have one (1) vote.

Section 4. Meetings Requirements. Regular and special meetings of the Board of Director 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 Members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following 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 Members, 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, if any.

The Board meeting may be held by electronic or telephonic means provided that:

- (a) Each Director may hear and be heard by every other Director;
- (b) Except for any portion of the meeting conducted in executive session:

- 1. All owners in attendance at the meeting may hear all Directors; and

2. Owners are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and

(c) The notice of the meeting includes instructions for owners to access any communication method required to be accessible under Subsection (b)(2) listed above.

Section 5. Notice to Members. Members shall be given notice of the date, hour, place, and general subject of a regular or special Board of Directors meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

(a) mailed to each Member not later than the 10th day or earlier than the 60th day before the date of the meeting; or

(b) provided at least 72 hours before the start of the meeting by:

1. posting the notice in a conspicuous manner reasonably designed to provide notice to the Members: in a place located on the Association's Common Areas; or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or on any internet website maintained by the Association or other Internet media; and

2. sending the notice by e-mail to each Member who has registered an e-mail address with the Association for this purpose.

Section 6. Action Taken by the Board of Directors. The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners under this Article, if each Director is given a reasonable opportunity, considered 48 hours, to express the Director's opinion to all other Directors and to vote. 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 of Directors may not, without prior notice to Members, consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in assessments;
- (f) levying of special assessments;
- (g) appeals from a denial of architectural control approval; or
- (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue.
- (i) lending or borrowing money;
- (j) the adoption of amendment of a dedicatory instrument;
- (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent;

- (l) the sale or purchase of real property;
- (m) the filling of a vacancy on the Board;
- (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (o) the election of an officer.

Section 7. Minutes of the Meetings. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate.

ARTICLE VI

BOARD OF DIRECTORS-POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the Members and their guests thereon; and to establish penalties for infractions of such rules and regulations;
- (b) Suspend the right to use of the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;
- (c) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, articles of incorporation, or by other provisions of these by-laws;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth of the Members;
- (b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (c) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that

an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(d) Procure and maintain adequate maintenance bonds and/or liability and hazard insurance on all property owned by the Association; and

(e) Cause the Common Area to be maintained.

Section 3. Contracts. In the absence of fraud, no contract or other transaction between this corporation and any other corporation shall be affected by the fact that Directors of this corporation are directors of such other corporation, if such contract or transaction shall be approved or ratified by the affirmative vote of a majority of the Directors of this corporation present at meeting of the Board of Directors of this corporation who are not directors of such other corporation. Any Director of this corporation, individually, or any firm of which any Director of this corporation is a partner, may be a party to or may be interested in any contract or transaction of this corporation provided that such contract or transaction shall be approved or ratified by the affirmative vote of at least a majority of the Directors of this corporation present at a meeting of the Board of Directors of this corporation who are not parties to or interested in such contract or transaction. No Director of this corporation shall be liable to account to this corporation for any profit realized by him/her from or through any such transaction or contract of this corporation, ratified or approved as aforesaid, by reason of his/her interest in such transaction or contract. Directors of this corporation so interested may be counted when present at meetings of the Board of Directors of this corporation for the purpose of determining the existence of a quorum.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, all of whom must be Directors. Any two offices, except President and Secretary, may be held by the same person.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, 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, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any agent or employee appointed by the President may be removed or discharged or suspended by the President at any time, with or without cause.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) President. It shall be the duty of the President to preside at all Members' meetings and at all Board of Directors meetings. The President shall cause to be called regular and special meetings of the Members and Directors in accordance with these by-laws. The President shall appoint and remove, employ and discharge, and fix the compensation of all agents and employees of this corporation other than officers appointed by the Board of Directors. The President shall make and sign all contracts and agreements in the name of this corporation. The President shall see that the books, statements, and certificates required by law are properly kept, made and filed according to law. He/She shall report to the Board of Directors all matters which the interests of this corporation may require. The President may delegate any of his/her powers and duties, subject to approval by the Board of Directors. The President shall have the power to perform all duties and incident to his/her office and which are properly required of him/her by the Board of Directors.

(b) Vice-President. The Vice-President of this corporation shall generally assist the President and shall perform such duties as may be assigned to him/her by the Board of Directors. In the event of the death, resignation, absence or inability to act of the President, the Vice-President shall assume and discharge the powers and duties of the President.

(c) Secretary. The Secretary shall be ex officio Secretary of the Board of Directors and Members. The Secretary shall have charge of the corporate books and records. He/She shall have charge of the corporate books and records. He/She shall give and serve all notices to the Members and Directors, except that notice for special meetings of the Directors called at the request of two Directors as provided in Section 2 of Article V of these by-laws, may be issued by such Directors. The Secretary shall have the power to perform all duties incident to his/her office and which are properly required of him/her by the Board of Directors.

(d) Treasurer. The Treasurer shall have the care and custody of and be responsible for all the funds, securities, evidence of indebtedness and other valuable documents of the corporation, and deposit all such funds in the name of the corporation in such banks, or trust companies, or depositories, or in such safe deposit vaults as the Board of Directors may designate. The Treasurer shall sign, make, and enforce in the name of the corporation all checks, notes, drafts, bills or exchange, acceptance and other instruments for the payment of money, and pay out and dispose of same and receipt therefor, under the direction of the President and the Board of Directors. The Treasurer shall render a statement of the condition of the finances of the corporation at each regular meeting of the Board of Directors, and at such other times shall be required of him/her, and a full financial report at the annual meeting of the Members. The Treasurer shall keep at the office of the corporation full and accurate books of account of all the corporation's business and transactions and such other books of account as the Board of Directors may require, and shall exhibit the same to any Director of the corporation upon application therefor. The Treasurer shall have the power to perform all duties incident to his/her office and which are properly required of him/her by the Board of Directors.

Section 8. Returns and Statements. It shall be the duty of each officer of this corporation to make and file any and all returns, reports, lists, or statements required by law to be made and filed by him/her, and to make full report to the Board of Directors respecting the affairs of the corporation in his/her charge whenever he/she may be requested to do so.

Section 9. Compensation. Officers shall receive no compensation for their service as an Officer, but by resolution approved by the Board of Directors, the Officers may be reimbursed for out-of-pocket expenses incurred by them on behalf of the corporation.

ARTICLE VIII

COMMITTEES

The Association shall appoint an architectural committee, as provided in the Declaration, and a nominating committee, as provided in Article V of these By-laws. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE IX

BOOKS AND RECORDS; INSPECTION

Subject to the terms of the Association's Records Production and Copying Policy, the books, records, and papers of the Association shall be subject to inspection by any Member during ordinary business hours. The Declaration, articles of incorporation, and by-laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE X

MISCELLANEOUS NOTICE TO MEMBERS

Section 1. Alternate Notice to Members. The Association may adopt a method that may be used to provide a notice from the Association to a property owner. The Association may use an alternative method to provide a notice for which another method is prescribed by law only if the owner to whom the notice is provided has affirmatively opted to allow the Association to use the alternative method of providing notice to provide to the owner notices for which another method is prescribed by law. An owner may not be required to allow the Association to use an alternative method of providing notice.

Section 2. Membership Voting Outside of a Meeting. For any vote of the Members, including an election, which is not conducted at a meeting, the Association shall give notice of the vote to all owners entitled to vote on any matter under consideration. The notice shall be given not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

ARTICLE XI

MISCELLANEOUS

Section 1. Contracts, etc. The Board of Directors may authorize any officer or officers, agent or agents, employee or employees to enter into any contract or other instrument on behalf of this corporation, and such authority may be general or confined to specific instances. Except as herein provided or as authorized by the Board of Directors, no officer, agent or employee other than the President, Vice President, Secretary or Treasurer shall have any power or authority to bind this corporation by any contract or engagement, or to pledge its credit or to render it liable for any purpose or for any amount.

Section 2. Deposits, Checks, Drafts, etc. All checks and drafts or funds of this corporation shall be deposited from time to time to the credit of this corporation in such banks, or trust companies, or to other depositories, as the Board of Directors may from time to time designate. All checks shall be drawn out of the regular check books, of this corporation and upon the stub of each check, the purpose and amount for which the same is drawn shall be specified. All checks, notes, drafts, bills of exchange, acceptances or other orders for the payment of money or other evidences of the indebtedness of this corporation, shall be signed as shall from time to time be designated by the resolution of the Board of Directors.

Section 3. Indemnification of Officers and Directors. Each Director or officer, whether or not then in office, shall be indemnified by the corporation against all costs and expenses reasonably incurred by or imposed upon him/her in connection with or arising out of any action, suit, or proceeding which may be involved by reason of his/her being or having been a Director or officer of this corporation, such expense to include the cost of the reasonable settlements (other than amounts paid to the corporation itself) made with the view to curtailment of costs of litigation. The corporation shall not, however, indemnify any officer or Director with respect to the matters as to which he/she shall be finally adjudged in any action, suit or proceeding to have derelict in the performance of his/her duties as such Director or officer nor in respect of any matter on which any settlement or compromise is affected, if the total expense, including the cost of such settlement, shall be substantially exceed expense which might reasonably be expected to be paid by such Director or officer if such litigation were conducted to a final conclusion. The foregoing right of indemnification shall not be entitled as a matter of law.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XIII

AMENDMENTS OF BY-LAWS

Section 1. Alterations, Amendments, or Repeals. The Members may make, amend, and repeal the by-laws of the corporation, at any annual meeting or at a special meeting called for the purpose, and all by-laws made by the Directors may be altered, or repealed by the Members, by a majority vote of the Members. Subject as aforesaid, the Board of Directors shall have power to make, amend and repeal the by-laws of the corporation, by vote of a majority of all the Directors, at any regular or special meeting of the Board of Directors.

CHARNWOOD CIVIC CLUB, INC.
RESOLUTION ADOPTING FIRST AMENDED AND RESTATED BY-LAWS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Charnwood Civic Club, Inc. (the "Association") is the governing entity for the Charnwood Subdivision, a subdivision in Harris County, Texas (the "Subdivision"), in accordance with the Superseding Declaration of Restrictive Covenants, Restrictions and Conditions of the Charnwood Subdivision, Section One, Section Two, and Section Three, recorded on June 5, 1992, under County Clerk's File No. N707615 in the Official Public Records of the Real Property Records of Harris County, Texas; and

WHEREAS, the By-Laws for the Association provide, in part, as follows: ARTICLE VI. AMENDMENT OF BY-LAWS, Section 1. Alterations, Amendments, or Repeals, "...the Board of Directors shall have the power to make, amend and repeal the By-Laws of the corporation, by a vote of a majority of all the Directors, at any regular or special meeting of the Board of Directors"; and

WHEREAS, it is the desire of the Board of Directors of the Association to adopt amended and restated By-Laws which incorporate the terms and requirements of the Texas Property Code, as amended; and

WHEREAS, proper notice having been given, the "First Amended and Restated By-Laws of Charnwood Civic Club, Inc.", attached hereto as Exhibit "A", and incorporated herein for all purposes, were voted on and approved by the Board of Directors at a meeting of the Board held on 23. MARCH. 2017

NOW THEREFORE, BE IT RESOLVED THAT, in consideration of the above factors and others, the Association, acting through the Board of Directors, hereby adopts the "First Amended and Restated By-Laws of Charnwood Civic Club, Inc." attached hereto as Exhibit "A".

CERTIFICATION

I, the undersigned, being the President of the Charnwood Civic Club, Inc., hereby certify that the foregoing Resolution and attached Exhibit were adopted by at least a majority of the Directors serving on the Charnwood Civic Club, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 30 day of MARCH, 2017.

Susan Petty
_____, President
of Charnwood Civic Club, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Susan Petty, President of Charnwood Civic Club, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 5th day of March, 2017.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:



SEARS,
BENNETT &
GERDES, LLP

9700 RICHMOND AVENUE, SUITE 222
HOUSTON, TEXAS 77042
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CHARNWOOD CIVIC CLUB, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS

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§
§

COUNTY OF HARRIS

WHEREAS, Charnwood Civic Club, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Charnwood Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Section 202.010 of the Texas Property Code allows a property owners' association to adopt enforceable reasonable rules and regulations regarding use of solar energy devices; and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the subdivision, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the subdivision.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the subdivision.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and
 - d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and

- e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

I, the undersigned, being the President of the Charnwood Civic Club, Inc., hereby certify that the foregoing Policy was adopted by at least a majority of the Charnwood Civic Club, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 20 day of January, 2017.


_____, President of Charnwood
Civic Club, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Susan Kelly, President of Charnwood Civic Club, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of January, 2017.



[Signature]
Notary Public, State of Texas

CHARNWOOD CIVIC CLUB, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

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WHEREAS, Charnwood Civic Club, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Charnwood Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202.007 of the Texas Property Code allows a property owners' association to adopt enforceable reasonable rules and regulations regarding rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
4. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
5. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee approved ponds may be used for water storage.
6. Harvested water must be used and not allowed to become stagnant or a threat to health.
7. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

I, the undersigned, being the President of the Charnwood Civic Club, Inc., hereby certify that the foregoing Policy was adopted by at least a majority of the Charnwood Civic Club, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 20 day of January, 2017.

Susan Petty

_____, President of Charnwood
Civic Club, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Susan Petty, President of Charnwood Civic Club, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of January, 2017.

[Signature]

Notary Public, State of Texas

After Recording Return To:
SEARS | BENNETT | GERDES | LLP
ATTORNEYS AT LAW
9700 RICHMOND AVENUE, SUITE 222
HOUSTON, TEXAS 77042



CHARNWOOD CIVIC CLUB, INC.
GUIDELINES FOR ROOFING MATERIALS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Charnwood Civic Club, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Charnwood Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Section 202.011 of the Texas Property Code allows a property owners' association to adopt and enforce reasonable rules and regulations regarding the use of roofing materials; and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the subdivision, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding the use of roofing materials within the subdivision.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the subdivision.

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown, light brown, dark gray, or light gray tones. Blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:
 - a. resemble the shingles used or authorized to be used on other structures within the Association; and

- b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
- c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for roofing materials that may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

I, the undersigned, being the President of the Charnwood Civic Club, Inc., hereby certify that the foregoing Policy was adopted by at least a majority of the Charnwood Civic Club, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 20 day of January, 2017.

Susan Petty

_____, President of Charnwood
Civic Club, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Susan Petty, President of Charnwood Civic Club, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of January, 2017.



[Signature]

Notary Public, State of Texas

CHARNWOOD CIVIC CLUB, INC.
**DROUGHT-RESISTANT LANDSCAPING, WATER-CONSERVING
NATURAL TURF, AND PALM TREE GUIDELINES**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, the Board of Directors (the "Board") of Charnwood Civic Club, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Charnwood Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2013, to add Section 202.007(a)(4), 202.007(d)(8), and 202.007(d-1) concerning drought-resistant landscaping and water-conserving natural turf; and

WHEREAS, Section 202.007(d)(8) allows a property owners' association to require an owner to submit a detailed description or a plan for the installation of drought-resistant landscaping or water-conserving natural turf for review and approval by the property owners' association to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the subdivision; and

WHEREAS, Section 204.010(a)(6) of the Texas Property Code allows a property owners' association to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision; and

WHEREAS, the Board has determined that in connection with maintaining the aesthetics and architectural harmony of the subdivision, and to provide clear and definitive guidance regarding drought-resistant landscaping, water-conserving natural turf and palm trees therein, it is appropriate for the Association to adopt guidelines regarding drought-resistant landscaping, water-conserving natural turf, and palm trees.

NOW, THEREFORE, the Board has duly adopted the following *Drought-Resistant Landscaping, Water-Conserving Natural Turf, and Palm Tree Guidelines*.

1. Drought-Resistant Landscaping or Water Conserving Natural Turf:

Drought-resistant landscaping or water-conserving natural turf shall not be used on any lot unless the following minimum conditions are met:

- a. An owner must submit a detailed description or a plan for the installation of drought-resistant landscaping or water-conserving natural turf for review and approval by the Association or ACC, as applicable, to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the subdivision. Artificial turf and landscaping is not permitted.

2. Grass:

- a. Complete removal of grass/sod/turf will not be allowed. At least 50% of the front yard must be covered by grass/sod/turf. The area between the sidewalk and the curb does not count toward this calculation.
- b. Drought resistant turf grasses will be considered by the ACC. This may include Buffalo Grass, Zoysia, Bermuda, or any combination that may work best for a homeowner's site.
- c. St. Augustine grass is always permitted.
- d. Owners shall ensure the grass is mowed and trimmed in a neat appearance at all times. No artificial vegetation or flowers may be placed in any front yard area at any time.

3. Ground Cover:

- a. If approved by the ACC, non-turf areas may contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or other loose stone material for ground cover. The ground cover must be maintained to prevent weed growth. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks only. Decorative gravel must remain with curb and border areas.
- b. Colors should be in earth tones such as white, tan, brown, etc. Materials that will not be approved are colored glass mulch or rubber mulch. Materials may not be sharp or toxic to animals.

4. Plants:

- a. The ACC will utilize plant lists developed by the National Wildflower Research Center or similar lists when reviewing request for installation.
- b. Plants must not impede over the edge of the sidewalks or the street curb. The area between the sidewalk and the curb may only contain grass/sod/turf and/or a street tree(s).

5. Borders:

- a. Landscape areas or beds must be surrounded by a border to clearly define the landscaped areas or beds from the turfed areas. Borders may consist of metal edging or mortared masonry units. Acceptable masonry products include stone, clay brick pavers, and concrete masonry units manufactured as edging shapes.
- b. "Common" concrete blocks are not permitted.

The Association reserves the right to adopt further guidelines pertaining to landscape design permitting or excluding certain drought-resistant landscaping or water-conserving natural turf based on the aesthetic compatibility with other landscaping in the subdivision, and any use of drought-resistant landscaping or water-conserving natural turf, to the extent practicable, shall be in compliance therewith.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for drought-resistant landscaping, water-conserving natural turf, and palm trees that may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

I, the undersigned, being the President of the Charnwood Civic Club, Inc., hereby certify that the foregoing Policy was adopted by at least a majority of the Charnwood Civic Club, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 20 day of February, 2017.

Susan Petty
_____, President of Charnwood
Civic Club, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Susan Petty, President of Charnwood Civic Club, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of February, 2017.

[Signature]

Notary Public, State of Texas



6. Hardscapes:

- a. Hardscapes may include large boulders or other natural materials that are used as part of the drought resistant landscape design. Urns, pots, and other man-made ornamentation may not exceed four (4) items in public view. Any proposed landscape “decorative items” such as birdbaths, statuary, or other similar non-vegetative items must be approved by the ACC in advance.

7. Landscape Maintenance:

- a. Drought resistant landscape areas are subject to the same maintenance requirements as other landscape and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed free, and borders must be edged. No plants may encroach on public sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during the winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.

8. Irrigation:

- a. Standard sprinkler irrigation systems are preferred. Owners may submit an Application to the ACC for surface and subsurface drip irrigation. Drip irrigation systems must not be in public view and may only be used during times of drought. Hoses may not be left out for an indefinite period.

9. Composting:

- a. Solid-waste composting of vegetation is only permitted on an owner’s property out of public view. The composting may not impede by virtue of odor, proper water drainage, attraction of wildlife or other nuisance upon neighbors. Grass clippings and/or leaves may remain uncollected on grass as long as doing so does not impede by virtue of odor, proper water drainage, attraction of wildlife or other nuisance upon neighbors.

10. Palm Trees:

Palm tree(s) are not allowed within the subdivision, unless: 1) they were planted or installed prior to the recordation of these guidelines in the Official Public Records; 2) they are not otherwise in violation of any setbacks or located within any easements (“Grandfathered Palm Tree(s)”); and 3) they are approved for installation by the ACC. Grandfathered Palm Tree(s) are allowed only until such time as such Grandfathered Palm Tree(s) must be removed due to unsightliness, disease, or otherwise. No palm tree removed from an owner lot shall be replaced with another palm tree.

CHARNWOOD CIVIC CLUB, INC.
POLICY REGARDING BOARD ACTIONS VIA EMAIL

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

WHEREAS, Charnwood Civic Club, Inc. (the "Association") is the governing entity for the Charnwood Subdivision, a subdivision in Harris County, Texas, according to the maps or plats thereof recorded under Vol. 40, Page 27, Vol. 48, Page 45, Vol. 51, and Page 43 of the Map Records of Harris County, along with any amendments, supplements or replats thereto (collectively referred to as the "Subdivision"); and

WHEREAS, Section 209.0051(h) of the Texas Property Code was recently amended to allow the Board of Directors to take action outside of a meeting including voting by electronic means without notice to the members; and

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code Section 202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants.

NOW, THEREFORE, in accordance with the foregoing and as evidenced by the Certification hereto, the Board of Directors hereby adopts the following:

- 1.) Upon election to the Board of Directors, each Director shall register his or her current email address with the Association's managing agent and/or the Association's President, and shall update the email address as it changes.
- 2.) When a matter arises for a vote of the Board of Directors, for which email voting is permitted, the managing agent and/or the Association's President shall send an email to the registered email address of each Director. The email will state the proposal being voted on and request that each Director send a reply email to all Directors (for example, by utilizing the "Reply All" feature) casting his or her vote on the proposal.
- 3.) Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 4.) A proposal shall be considered approved upon the following occurrences:
 - a. All Directors reply to all other Directors with their vote and the majority of the Directors vote to approve the proposal; or
 - b. At least a majority of the Directors vote to approve the proposal, and any Directors that have not responded have had 72 hours to respond by voicing their opinion or casting their vote via email; unless the person sending the proposal has reason to believe the email was not delivered or received.

- 5.) For clarification, the Association has determined that 72 hours provides each Director with a reasonable opportunity to express an opinion and cast a vote.
- 6.) In the event a Director anticipates he or she will not have email access for a period of time lasting more than 72 hours, then that Director shall notify the Association's managing agent or the Association's President of the same. The Director shall indicate his or her desire to abstain from all votes for the duration of his or her absence or shall provide another method by which the Association may contact him or her (phone, fax, etc....) to obtain his or her vote and learn his or her opinion on the subject matter at hand.

CERTIFICATION

I, the undersigned, being the President of the Charnwood Civic Club, Inc., hereby certify that the foregoing Policy was adopted by at least a majority of the Charnwood Civic Club, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 20 day of January, 2017.

Susan Petty

_____, President of Charnwood
Civic Club, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Susan Petty, President of Charnwood Civic Club, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of January, 2017.



[Signature]

Notary Public, State of Texas

CHARNWOOD CIVIC CLUB, INC.
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Charnwood Civic Club, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Charnwood Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in Section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in Section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of documents ... \$0.10 per page
 - f. compact disk ... \$1.00 each
 - g. labor and overhead ... \$18.00 per hour
 - h. mailing supplies ... \$1.00 per mailing
 - i. postage ... at cost
 - j. other supplies ... at cost
 - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Deed Restrictions.
 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under Section 2 and/or fees under Section 4.
 11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding records production that may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

I, the undersigned, being the President of the Charnwood Civic Club, Inc., hereby certify that the foregoing Policy was adopted by at least a majority of the Charnwood Civic Club, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the ____ day of January, 2017.


_____, President of Charnwood
Civic Club, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Suzanne Petty,
President of Charnwood Civic Club, Inc., a Texas corporation, known to me to be the person and officer whose
name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as
the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein
stated.

Given under my hand and seal of office this 30th day of January, 2017.



[Signature]
Notary Public, State of Texas

CHARWOOD CIVIC CLUB, INC.
DOCUMENT RETENTION POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Charnwood Civic Club, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Charnwood Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, tax returns, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2014 financial statements shall be retained until July 31, 2021); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2014 will be retained until 08/15/2019 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2014 and not extended by amendment must be retained until 06/30/2018); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2014 board meeting must be retained until 07/20/2021); and
 - g. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual

properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2014 must be retained until 10/31/2021).

- 3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
- 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding document retention that may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

I, the undersigned, being the President of the Charnwood Civic Club, Inc., hereby certify that the foregoing Policy was adopted by at least a majority of the Charnwood Civic Club, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 20 day of January, 2017.

Susan Petty

President of Charnwood
Civic Club, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Susan Petty, President of Charnwood Civic Club, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of January, 2017.



[Signature]

Notary Public, State of Texas

CHARNWOOD CIVIC CLUB, INC.
PAYMENT PLAN POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Charnwood Civic Club, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Charnwood Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Section 209.0062 of the Texas Property Code addresses the rights of owners and the Association regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Deed Restrictions. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months
 - c. Total balance greater than 3 times annual assessment ... up to 18 months
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed.

7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Deed Restrictions and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.
13. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

I, the undersigned, being the President of the Charnwood Civic Club, Inc., hereby certify that the foregoing guidelines were adopted by at least a majority of the Charnwood Civic Club, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 20 day of January, 2017.

Susan Petty
_____, President of Charnwood
Civic Club, Inc.

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Susan Petty, President of Charnwood Civic Club, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of January, 2017.



[Signature]

Notary Public, State of Texas