

Bylaws
Bellaire Gardens HOA

12
By-laws
w

102
nae

BYLAWS
OF
BELLAIRE GARDENS HOMEOWNERS ASSOCIATION

ARTICLE I

Name, Membership and Definitions

Section 1.1 Name. The name of the Association shall be Bellaire Gardens Homeowners Association. (hereinafter referred to as the "Association").

Section 1.2 Definitions. The words used in these bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

ARTICLE II

Association: Meetings, Quorum, Voting Proxies

Section 2.1 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.

Section 2.2 First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date the Declaration is recorded. Annual meetings shall be set by the Board of Directors to be held on the first Wednesday of November of each year at 6:30 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2.3 Special 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 the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the members entitled to vote. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 2.4 Notice of Meeting. It shall be the duty of the management company to mail or to cause to be delivered to the owner of record of each lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an owner wishes notice to be given

at an address other than his or her lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 2.5 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice at the time the meeting is called to order.

Section 2.6 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) meeting at which nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.7 Voting. The voting rights of the members shall be as set forth in the Declaration and such voting rights are specifically incorporated herein. The Declaration provides that any member delinquent in the payment of any assessment due shall not be entitled to exercise the rights and privileges of membership, including but not limited to the right to vote and hold office.

Section 2.8 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her lot, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 2.9 Quorum. The presence, in person or by proxy, of ten percent (10%) of the owners of lots to which eligible votes appertain shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

ARTICLE III.

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 3.1 Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. The Directors reside in Alief and shall be members or spouses of such members; provided, however, no person and his or her spouse or roommate (i.e. no two occupants of the same lot) may serve on the Board of Directors at the same time.

Section 3.2 Election and Term of Office. The Directors shall be elected at the annual meeting of the members by a majority of the votes cast at such election by ballot or, in absence of objection by or on behalf of any member present or represented at such meeting, in any manner other than by ballot. Such Directors shall hold office for one (1) year and thereafter until their respective successors shall have been elected.

Section 3.3 Number of Directors. The Board of Directors shall consist of 3 to 5 members, and the Board of Directors shall have the authority to increase this number by amending these bylaws.

Section 3.4 Nomination of Directors. Elected Directors shall be nominated from the floor and may also be nominated by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 3.5 Vacancies and Removal. If the office of any Director shall become vacant between annual meetings by reason of death or resignation the remaining Directors may, by majority vote, elect a Director in the place and stead of the one so dying or resigning, and any Director so elected shall hold office until the next annual meeting of the members, and until his successor shall have been duly elected by the members. Any Director may resign at any time. The members shall have the right at any time to remove any Director of this Association, with or without cause, by majority vote of the members entitled to vote on the election of Directors. If a Director be removed or if the number of Directors be increased, a Director to fill the vacancy or additional Directors shall be elected, by a majority vote of the Board of Directors, to hold office until the next annual meeting of the members and until his or their successors shall have been duly elected.

B. Meetings.

Section 3.6 Regular Meetings. The first meeting of the members of the Board of Directors each year shall be held immediately following the annual meeting of the members at such time and place as shall be determined by the Board of Directors. The Secretary shall give notice of each regular meeting of the Board of Directors, at least five (5) days prior to the meeting.

Section 3.7 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; (d) by telegram, charges prepaid; (e) by fax as long as confirmation of the fax transmission is received; (f) by email. All such notices shall be given or sent to the Director's address or telephone/fax number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, or telegram shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 3.8 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purposed of the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.9 Quorum. A majority of the Directors of the Association shall constitute a quorum for the transaction of business at any regular or special meeting of the Board of Directors.

Section 3.10 Compensation. No Director shall receive any compensation from the Association for acting as such, but by resolution of the Board of Directors, the Directors maybe reimbursed for out-of pocket expenses incurred by them on behalf of the Association.

Section 3.11 Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Directors. Such consent may be executed by multiple counterpart, fax signatures.

C. Powers and Duties.

Section 3.12 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not be the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expense;
- (b) making assessments to defray the common expenses, establishing the means and methods of collection such assessments.
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions and rules and regulations which are consistent with the rights and duties established by the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to owners;

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

(l) contracting with any person for the performance of various duties and functions. The Board of Directors shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Associations shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 3.13 Management Agent. The Board of Directors may employ for the Association a professional management agent or agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Declarant or an affiliate of the Declarant may be employed as managing agent or Manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party without cause and without penalty, upon not more than ninety (90) day's written notice.

Section 3.14 Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Property and facilities without the approval of the members of the Association.

Section 3.15 Fining Procedure. The Board of Directors shall not impose a fine (a late charge shall not constitute a fine) unless or until the following procedure is followed:

- (a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
- (i) the alleged violation;
 - (ii) the action required to abate the violation; and
 - (iii) time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is continuing. The Board of Directors or its designee may demand immediate abatement in such circumstances, which, in the Board's determination, pose a danger to safety or property
- (b) Fines. Fines will be assessed in the amount of \$30.00 start when a 2nd notification of the deed restriction violation has accorded and any notice of the same violation thereafter. Deed restriction violation will be assessed based on Article 7 of the Declaration.

- (c) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board of Directors may, upon notice, impose a fine. The notice shall state:
- (i) the nature of alleged violation;
 - (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
 - (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
 - (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.
- (d) Hearing. If a hearing is required, it shall be held before the Board of Directors in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

ARTICLE IV.

Officers

Section 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and a Treasurer, all of whom shall be Directors. Any two or more offices may be held by the same person, excepting the offices of the President and Secretary.

Section 4.2 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.

Section 4.3 Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interest of Association will be served thereby.

Section 4.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties, which are incident to the office of the president of a corporation organized under the Texas Non-Profit Corporation Act.

Section 4.5 Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 4.6 Secretary. The Secretary shall keep or cause to be kept the minutes of all meetings of the Association and of the Board of Directors and shall have the charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Texas law.

Section 4.7 Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, for the deposit of all monies and other valuable effects in the name of the Association of the managing agent in such depositories as may from time to time designated by the Board of Directors. The Treasurer shall render a statement of the condition of the finances of the Association at each regular meeting of the Board of Directors, at such other times as shall be required of him, and a full report at the annual meeting of the Members.

Section 4.8 Compensation. Officers of the Association shall not receive compensation for their services 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 Association.

Section 4.9 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or 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.

ARTICLE V.

Committees

Section 5.1 General. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized, each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adapted by the Board of Directors.

ARTICLE VI.

Assessment

Section 6.1 Initial Assessment. The initial assessment will be established at \$60.00 per year. The assessment may be used for any service as noted in Article 4 of the Declaration.

Section 6.2 Increase in Assessment. Any increase in the assessment shall be approved by the Board of Directors in accordance with Article 4 of the Declaration.

ARTICLE VII.

Miscellaneous

Section 7.1 Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board, in the absence of such a resolution, the fiscal year shall be the calendar year.

Section 7.2 Parliamentary Rules. "Roberts Rules of Order" (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Texas law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

Section 7.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Texas law, the Article of Incorporation, the Declaration and these Bylaws, the provisions of Texas law, the Declaration, the Article of Incorporation, and the Bylaws (in that order) shall prevail.

Section 7.4 Amendment. The provisions of the Declaration applicable to amendment of the Declaration shall apply to any amendment to these Bylaws. In addition, these Bylaws may be amended by the Board of Directors by vote of a majority of all the Directors at any regular or special meeting of the Board of Directors.

Section 7.5 Reimbursement of Incorporators. The incorporators shall be reimbursed for any and all fees and expenses incident to, and necessary for, the organization and maintenance of this Association.

ARTICLE VIII.

Indemnification

Section 8.1 When Indemnification is Required, Permitted and Prohibited.

(a) The Association shall indemnify a director, officer, committee member, employee, or agent of the Association who was, is, or may be named defendant of respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purpose of this article, an agent includes one who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, partnership, joint, venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the

Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Association shall not indemnify a person who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit, a person is conclusively considered to have been found liable in relation to any claim, issue of matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere if its equivalent does not necessarily preclude indemnification by the corporation.

(c) The Association shall pay or reimburse expenses incurred by a director, officer, member, committee member, employee, or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Association may indemnify a director, officer, member, committee member, employee, or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Section 8.1(a) above.

(e) Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the bylaws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if: the person is a named defendant or respondent in a proceeding brought by the Association or one or more members or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Association may indemnify a person under the bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fee) actually incurred in connection with the proceeding with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 8.2 Procedure Relating to Indemnification Payments.

(a) Before the Association may pay any indemnification expenses (including attorney's fee), the Association shall specifically determine that indemnification is permissible, authorized indemnification, and determine that expensed to be reimbursed

are reasonable, except as provided in Section 8.2(c) below. The Association may make these determinations and decisions by any one of the following procedures:

- (i) Majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendant or respondents in the proceeding.
- (ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.
- (iii) Determination by special legal counsel selected by the Board of Directors by vote as provided in Section 8.2(a)(i) or 8.2(a)(ii) of if such as quorum cannot be obtained and such as committee cannot be established, by a majority vote of all Directors.
- (iv) Majority vote of members, excluding Directors who are named defendants or respondents in the proceeding.

(b) The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization if indemnification and determination of reasonableness of expenses shall be made in the manner specified by Section 8.2(a)(iii) above, governing the selection of special legal counsel. A provision contained in the articles of incorporation, the bylaws, or a resolution of members of the Board of Directors that requires the indemnification permitted by Section 1, above, constituted sufficient authorization of indemnification even though the provision my not been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts than known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Section 8.2(a) above. The person's written affirmation shall state that he of she has met the standard of conduct necessary for indemnification under the bylaws, the written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the financial ability to make repayment.

(d) Any indemnification or advance of expensed shall be reported in writing to the members of the Association. The report shall be made with or before the notice or waiver of the notice of the next membership meeting, or with or before the next submission to members of consent to action without a meeting. In any case, the report

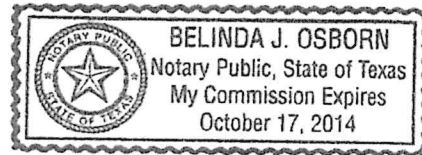
shall be sent within the 12-month period immediately following the date of the indemnification or advance.

The undersigned, the Secretary of the Association does hereby certify that these Bylaws were duly adopted by the Board of Directors of the Corporation, effective the 11th day of April, 2005.

Barbara R. Poster
Barbara Poster, Secretary

Given under my hand and seal of office, this the 30th day of November, 2011.

Belinda J. Osborn
Notary Public, State of Texas



RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH ATTEMPTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY IN VIOLATION OF FEDERAL LAWS SHALL BE UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
A true and correct copy of this instrument was FILED in File Number Section on this date and at the time specified herein by me, and was duly RECORDED, in the Office Public Records of said County of Harris County, Texas.

DEC 29 2011



Stuart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
2011 DEC 29 PM 12:18
Stuart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Rex W

KATHY ANN TERRY
ATTORNEY AT LAW
401 STUDEWOOD, SUITE 201
HOUSTON, TX 77007