

A Summary of the Amended
DEED RESTRICTIONS

Dated June 4, 1984 from the Following Sources:

- NHE Section 1 - File Recording # J536396 Pages (not including signatures) 084-82-1544/1552
- NHE Section 2 - File Recording # J536399 Pages (not including signatures) 084-82-1649/1657
- NHE Section 3 - File Recording # J536397 Pages (not including signatures) 084-82-1585/1593
- Lynwood Estates - File Recording # J536398 Pages (not including signatures) 084-82-1630/1638

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned being owners of the majority of lots of NORTH HILL ESTATES, a subdivision in Harris County, Texas, according to the plat thereof of record in Volume 87, Page 6 of the Map and Plat Records of Harris County, Texas, to which reference is hereby made for all purposes, hereby declare that all conveyances of said lots shall be subject to the following restrictions, covenants, easements, and conditions, which shall be, continue and remain in effect until January 1, 2000, at which time said covenants and restrictions shall be extended automatically thereafter for successive periods of twenty-five years, unless by vote of the then owners of a majority of the said lots it is agreed to change said covenants in whole or in part; and any change made in such restrictions before January 1, 2000, must also be by vote of the owners of a majority of said lots; any such vote shall be evidenced by a written declaration, signed and acknowledged by such owners of a majority of said lots and recorded in the Deed Records of Harris County, Texas.

These restrictions do not cover, relate to or in anywise affect Reserve "A", containing 43.754 acres, Reserve "B" containing 2.199 acres and/or Reserve "C", containing 1.624 acres, as shown on the plat of said North Hill Estates, which said Reserve "A", Reserve "B", and Reserve "C" are unrestricted and may be used for all lawful purposes. All references in this instrument to "lot", "lots", "tracts", or similar terminology are intended to mean said Lots One (1) through One Hundred Thirty-Four (134), inclusive, and not to said Reserve "A", Reserve "B", and Reserve "C".

PART ONE

1. All of said lots shall be used for residential purposes only.
2. Only one residence shall be erected on each lot, and no such residence shall be constructed on less than the equivalent of one full lot. No lot shall be subdivided.
3. Only one family shall occupy each residence.
4. The living area of the main residential structure, exclusive of the porches or garage, shall be not less than 1,800 square feet for a dwelling.

5. The use of any of said lots for commercial or industrial use of any kind, including, but not limited to, wholesale or retail business, service business, offices, hospitals, apartment houses, garage apartments, or any and all other business endeavors, is strictly prohibited.

6. No activity, whether for profit or not, shall be permitted on any lot which is not related to single-family residence purposes.

7. No noxious or offensive activity shall be carried on upon any of said lots nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other locally common domestic household pets. Any such domestic household pets may be kept for personal pleasure only, and shall not be kept, bred, or maintained for commercial purposes. No more than three adult animals, twelve months or older, shall be allowed in any one residence. All domestic household pets kept for personal pleasure only must be kept confined within a fenced enclosure or within the property owner's residence or other building, or on a leash not more than twenty-five feet in length. Any residence or member of his family engaged in short term agricultural projects for educational purposes must obtain prior written approval of the Deed Restrictions Committee before engaging in such project if said party shall keep or raise any animal, livestock, or poultry other than locally, domestic household pets as specified herein.

9. All lots shall be kept at all times in sanitary, healthful, attractive, and safe condition, and the owner or occupant of any lot or lots shall keep all weeds, grass and dead trees thereon cut and shall in no event use any lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish of any kind thereon, and shall not burn any garbage, trash, or rubbish. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Woodpiles shall be neatly maintained.

10. No part of any residential building shall be located on any of said lots nearer than twenty-five (25) feet to the front property line, or nearer than twenty (20) feet to any side street property line and not nearer than five (5) feet to any interior property line. No detached garage shall be erected nearer to the front property line of a lot than One Hundred (100) feet or nearer to any side street property line than twenty (20) feet, or nearer to any interior property line than five (5) feet.

The Architectural Committee at its sole discretion, is hereby permitted to approve deviations in building set back lines as herein above set out and building area and location in instances where, in its judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and, when given, will become a part of these restrictions.

11. Any owner of one or more adjoining lots may consolidate such lots into one single family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case, set back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated in the recorded plat.

12. There shall not be built on said consolidated lots any residence within less than 2,000 square feet of floor space, exclusive of garage or porches.

13. All residences shall have a minimum of 51 % masonry or brick construction and the frame portion on the exterior of any kind or character shall receive at least two coats of paint.

14. No radio or television aerial wires or antenna shall be maintained on any portion of any lot forward of the established front main structure building-line of said lot.

15. No building (including the original construction of any single-family dwelling), garage, shed, playhouse, swimming pool, or any such accessory structure or improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot, until approved in writing by the Architectural Committee. Application for such approval by the Architectural Committee shall be accompanied by plans and specifications, a contract with a reputable builder, or in the case of a property owner building his own house, a statement showing financial ability to complete the project in the period specified by the Architectural Committee.

No house plans will be considered or approved unless the plans show and include: At least a 2-car enclosed garage with a concrete driveway from the garage to the street; that garages are of the same architectural design and material as that of the house; and that the roofing material consists of one or more of the following: cedar shingles, aluminum shingles, Mexican tiles, or asphalt fiberglass shingles having a weight of 240 pounds or more, per square.

The approval by the Architectural Committee is to include a consideration of exterior design, the type of material to be used and the colors to be applied on the exterior of the structure and such approval by the said Architectural Committee is to include approval of such designs, materials, and colors; and such approval by the Architectural Committee is to be based upon the general requirements, stipulations and restrictions set out in this instrument. The Architectural Committee may in its discretion, further require the posting of a performance bond not to exceed the amount of \$5,000.00 to insure faithful performance of the building contract within the time limits set forth in Section 19 herein, and to insure the amount of liquidated damages for failure to complete the project on time, which is \$50.00 per day. Alternately, the Architectural Committee may require the deposit in escrow of an amount of money not to exceed \$5,000.00, to insure faithful and timely performance of the building contract, and \$50.00 per day of liquidated damages shall be forfeited from the Escrow Deposit in the event of failure to timely complete the project. Acts of God, extended labor strikes, and fire will not be the cause for forfeiture of any amount under any bond or escrow made pursuant to this section. The Architectural

Committee shall have the authority to extend the time by written instrument signed by the majority of the then persons of the Architectural Committee.

16. The Architectural Committee shall consist of five persons who are owners/residents of one of the following subdivisions: NORTH HILL ESTATES, NORTH HILL ESTATES SECTION II, NORTH HILL ESTATES SECTION III, AND LYNWOOD ESTATES. The members of the Architectural Committee shall be appointed for staggered two-year terms by the Directors of the NORTH HILL ESTATES CIVIC CLUB. In the event of a vacancy, the remaining members shall appoint a successor for the remainder of the term.

17. All improvements shall be constructed on the lot concerned so as to front the street on which such lot fronts. A dwelling on a lot shall have a presentable frontage on all streets bordering such lot. A corner lot shall be deemed to front on the street on which it has its smallest dimension. The Architectural Committee may approve deviations from the section, but no deviations shall be effective unless in writing and signed by majority of those persons who are then members of the Architectural Committee.

18. No structure of a temporary character, trailer, basement, tent, shack, garage, or recreational vehicles shall be used on any lot at any time as a residence. Temporary structures may be used as building offices and for other related purposes during the construction period provided prior approval has been granted by the Architectural Committee. Such structures shall be removed upon completion of construction on the applicable lot.

No boats, trailers, recreational vehicles, buses, inoperative vehicles of any kind, camp rigs off trucks or boat rigging or other similar items of conveyance shall be parked or stored permanently or semi-permanently on any public street, right-of-way, or on and/or beside driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view.

19. Any residential structure started on any of said lots must be completed within One Hundred Forty (140) working days from the first (1st) day of construction on the foundation of the house, or of the first (1st) day of construction of the foundation of the garage, whichever is first. Other accessory structures must be completed within 90 days. Liquidated damages for failure to timely complete pursuant to this paragraph are \$50.00 per day.

20. No cesspool shall be dug, used, or maintained on said lots and no outside toilet shall be permitted at any time.

21. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water and shall be a minimum of one and three-quarters (1-3/4) square feet (18" diameter pipe culvert). All drainage structures shall be kept free of all debris to permit free drainage.

22. No fence, wall, hedge, nor any pergola or any detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the

established main structure building line of said lot without the consent of the Architectural Committee herein before provided for.

23. No signs, billboards, posters or advertising devices of any character shall be erected on any of said lots. The right is reserved, however, for each property owner to maintain such signs as are customary in connection with the general sale of property in the subdivision.

24. It is agreed that all sales of said lots and dedication of streets in North Hill Estates shall be subject to easements over and across said lots as indicated on the plat of said subdivision hereinbefore referred to, as may be deemed appropriate or necessary for the purpose of installing, using, repairing, and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, and drainage ditches or structures and/or any equipment necessary for the performances of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access is to include the right, without liability on the part of any one or all of the owners or operators of such utilities to remove any or all obstructions on said easement, right of way, caused by trees, brush, shrubs, either on or overhanging such right of way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid and shall extend only in the portions of said subdivision indicated on the plat thereof as reserved for easements.

25. With the exceptions set out herein, no oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or water shall be erected, maintained or permitted upon any lot. However, such activities may be permitted if 51% of the owners of the lots herein referred to shall agree by written instrument filed with the County Clerk of Harris County, Texas, consenting to such activities. The owner of each lot shall be entitled to one vote for the purpose of determining a majority.

26. Swimming pools will be fenced by a fence at least six feet (6') high.

PART TWO

1. These covenants, conditions, and restrictions are to run with the land, and shall be binding upon each land owner and any of his successors and assigns and all persons claiming under them and all subsequent property owners of said above described lands, and any part of same, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them, provided that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his, or their ownership of the property involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restricted covenants by reference to

this document, but whether or not such reference is made, each and all such restrictive covenants shall be valid and binding upon the respective grantees.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any said lots or by the North Hill Estates Civic Club and its agents.

3. Invalidation of one or more of these covenants by judgment or court order or otherwise, shall in no wise affect any other covenant, restriction or condition, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

4. The restrictions and provisions herein contained shall be made a part of each and every contract and deed executed by or on behalf of each property owner, selling or conveying any of said lots, by appropriate reference to this instrument and the provisions thereof, and same shall be considered a part of each contract and deed as though fully incorporated herein. These restrictions and provisions as herein set out shall be and are hereby imposed upon each of said lots. It is understood that the restrictions and provisions hereof shall insure too the benefit of all subsequent purchasers of said lots, and each such purchaser by virtue of accepting a contract or deed covering any of said lots shall be subject to and bound by such restrictions, covenants and conditions and for the terms of this instrument as herein before set out.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, North Hill Estates Civic Club or its assignee, may without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubble or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful, safe and sanitary condition, and will charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the property owner, a Vendor's Lien is herein and hereby retained against the above described property in favor of North Hill Estates Civic Club or its assignee but inferior to any purchase money lien or mortgage. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other instrument or through other court proceedings shall not cut off and extinguish liens securing said charge which became due and payable prior to such foreclosure date should such funds resulting from the foreclosure be available, and no such foreclosure shall free any lot and/or unit from the liens securing said charge thereafter becoming due and payable, nor shall personal obligation of the owner foreclosed be extinguished by any foreclosure.

5. *The information in #5 is not needed for summary. See recorded documents.*

PART THREE

DEFINITIONS

1. Family: Family shall be defined as heirs of the first or second lineal descent.
2. Noxious or Offensive Activity: Noxious or offensive activity shall be defined to include but not be limited to the following: any act or failure to act on the part of the lot owner which allows the property to become in a condition which is a health hazard or unsightly to the average person.

**CERTIFICATE OF ADOPTION
OF
PARKING AND STORAGE POLICY
OF
NORTH HILL ESTATES CIVIC CLUB**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, the Board of Directors (the “Board”) of North Hill Estates Civic Club, a Texas non-profit corporation (the “Association”) is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the North Hill Estates community (the “Community”); and

WHEREAS, §204.010(a)(6) of the Texas Property Code authorizes the Association, through its Board, to regulated the use and appearance of the Community; and

WHEREAS, the Board has determined in the best interest of the Association in protecting the aesthetics, values and amenities of the Community, the following Parking and Storage Policy should be adopted; and

WHEREAS, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

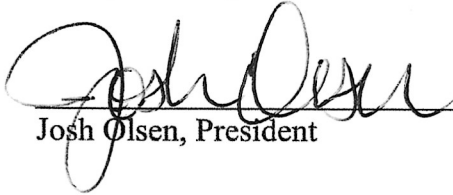
WHEREAS, the Board held a meeting on the 12 day of August, 2024 (the “Adoption Meeting”), at which at least a majority of the members of the Board were present and duly passed the guidelines described herein below (the “Parking and Storage Policy”).

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the members of the Board were present and the Board duly adopted the Parking and Storage Policy. The Parking and Storage Policy is effective upon recordation of this Certificate in the Official Public Records, and supplement any restrictive covenants, guidelines or policies which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the Parking and Storage Policy here, in which case the terms in this Parking and Storage Policy will control. The Parking and Storage Policy is as follows:

1. No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery or equipment, or other similar item shall be parked or stored on any portion of the lawn.

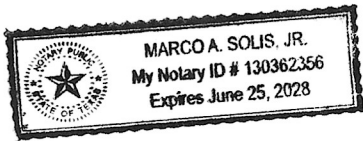
EXECUTED on the date of the acknowledgment set forth herein below, to be effective as set forth above.

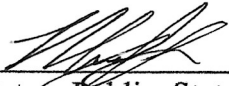
North Hill Estates Civic Club,
a Texas non-profit corporation

By: 
Josh Olsen, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 9-20-2024, 2024, by Josh Olsen, President of North Hill Estates Civic Club, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

WHEN RECORDED, RETURN TO:
Nina A. Tran-Moraw
Hoover Slovacek LLP
5051 Westheimer, Suite 1200
Houston, Texas 77056

**CERTIFICATE OF ADOPTION
OF
SECURITY MEASURES GUIDELINES
OF
NORTH HILL ESTATES CIVIC CLUB**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, the Board of Directors (the “Board”) of North Hill Estates Civic Club, a Texas non-profit corporation (the “Association”) is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the North Hill Estates community (the “Community”); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2021, to add Section 202.023 thereto (“Section 202.023”); and

WHEREAS, Section 202.023 requires a property owners' association to allow an owner the ability to build or install a security measure, such as a security camera, motion detector, or perimeter fence, subject to certain guidelines and restrictions; and

WHEREAS, the Board has determined that in connection with the adoption of guidelines and restrictions on security measures in the Community, it is appropriate for the Association to adopt the guidelines described herein below; and

WHEREAS, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

WHEREAS, the Board held a meeting on the 12 day of August, 2024 (the “Adoption Meeting”), at which at least a majority of the members of the Board were present and duly passed the guidelines described herein below (the “Security Measures Guidelines”).

NOW, THEREFORE, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the members of the Board were present and the Board duly adopted the Security Measures Guidelines. The Security Measures Guidelines are effective upon recordation of this Certificate in the Official Public Records, and supplement any restrictive covenants, guidelines or policies regarding the types of security measures which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the Security Measures Guidelines here, in which case the terms in this Security Measures Guidelines will control. The Security Measures Guidelines are as follows:

1. General. Property owners may install or build security measures on their lot intended to promote security for their own lot and property while adhering to and promoting the design, harmony and aesthetics of the Community.
2. Cameras/Motion Detectors. Property owners may place cameras and motion detectors on their own lot as security measures. Cameras and motion detectors may not be placed on the lot of any other owner, or on any Association property.
3. Perimeter Fencing. Perimeter fencing is fencing that is installed in front of the front building line and is permitted by the Association as a security measure under certain conditions:
 - it shall be six feet (6') tall;
 - it shall be made of either iron or metal fencing, non-decorative iron or metal frames, rust proof, painted black and no other color or material shall be permitted;
 - a gate installed in the perimeter fencing is for all purposes considered part of the perimeter fencing and any prohibition as to perimeter fencing shall also apply to the gate, including the gate shall be the same height, color and material as the perimeter fence and shall open inwards;
 - no visible concrete base, mesh, wire, decorative items or plants, pots, or displays shall be attached;
 - no decorative items or other materials shall be attached;
 - it shall not be installed across the front door or windows;
 - it shall not include and/or enclose any sidewalk or right-of-way, and in relation to the driveway, it shall not be placed across the driveway beyond the front building line, but otherwise shall be placed within the lot boundary lines of the property; and
 - electrically charged fencing is prohibited.
4. Plans and Specifications. Prior to installation of any security measure, including but not limited to, cameras, motion detectors, and perimeter fencing, owners must submit to the Association's architectural reviewing body (the "Architectural Reviewing Body"), plans and specifications, including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot. Owners must receive prior written approval from the Architectural Reviewing Body prior to installation of any security measures. The Architectural Reviewing Body may require the use of, or prohibit, specific materials, colors, and designs and may require specific location(s) for the security measure. A property owner who builds or installs a security measure must ensure that it is in compliance with all laws, ordinances and codes. An approval of an application for a security measure by the Architectural Reviewing Body is not a guaranty of compliance with any laws, ordinances, codes, drainage requirements or otherwise, and the property owner assumes all risks, expenses and liabilities associated with safety and security measures built or installed, including, but not limited to, the city


or county requiring the removal of perimeter fencing or security measure for any reason. Approval by the Architectural Reviewing Body is not a guarantee of safety or security. The Association does not provide security and is not responsible for the safety or security in the Community.

5. Maintenance. Any security measure built or installed shall be properly maintained, kept in good repair, and not go into a state of disrepair or become an eyesore.

EXECUTED on the date of the acknowledgment set forth herein below, to be effective as set forth above.

North Hill Estates Civic Club,
a Texas non-profit corporation

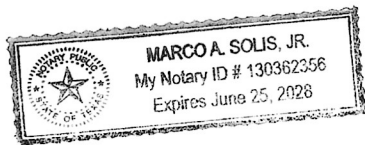
By:




Josh Olsen, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 9-20-2024, 2024, by Josh Olsen, President of North Hill Estates Civic Club, a Texas non-profit corporation, on behalf of said corporation.





Notary Public, State of Texas

WHEN RECORDED, RETURN TO:
Nina A. Tran-Moraw
Hoover Slovacek LLP
5051 Westheimer, Suite 1200
Houston, Texas 77056

Amended Bylaws Adopted 4/10/06

BYLAWS

OF THE

NORTH HILL ESTATES CIVIC CLUB, INC.

ARTICLE I - NAME

The name of this corporation shall be “The North Hill Estates Civic Club, Inc.”, hereinafter referred to as the Club.

ARTICLE II - PURPOSE

This association shall be a non-profit organization for the purpose of enforcing the North Hill Estates, Section 1, Section 2, Section 3 and Lynwood Estates Deed Restrictions, promoting civic pride, developing social welfare, and establishing public unity in the community; for obtaining needed improvements for the community; and for assisting in all economic, civic, and social enterprises or activities that are for the welfare of the community.

ARTICLE III - MEMBERSHIP

Membership in the Club shall be open to all property owners of North Hill Estates and Lynwood Estates, Harris County, Texas, provided such applicants pay all dues and assessments and have such rights as are provided in the Bylaws of this organization. A member who becomes a non-property owner of the area known as North Hill Estates or Lynwood Estates, or fails to pay dues or assessments, automatically thereby ceases to be a member.

ARTICLE IV - RIGHTS OF MEMBERS

1. Members of the Club shall have the right to initiate resolutions, plans, policies and projects which, when passed by a majority of those present and voting at any regular or special meeting at which a quorum is present, shall be binding upon the Club and upon the Board of Directors.

2. Members in good standing shall have all the rights to vote and hold office in the Club; provided, however, that husband and wife shall not hold office at the same time.

3. Each family membership shall be entitled to one vote whenever votes are to be counted as mentioned in these Bylaws. Each family member shall be considered as one membership for all purposes of the Club.

4. Members shall not be entitled to vote by proxy or by mailed ballots.

ARTICLE V - DUES

1. The annual dues shall be set by the Board of Directors and voted on by the membership as per Article XVI at the Club's annual meeting on the second Tuesday in April. The dues shall be payable on or before the second Tuesday in April of the fiscal year.

2. Persons who become property owners in the North Hill Estates or Lynwood Estates after the second Tuesday in September of any fiscal year will be charged one-half (1/2) of the annual dues for that fiscal year.

3. Dues are not at any time refundable either in part or in whole.

ARTICLE VI - SPECIAL ASSESSMENTS

Delinquent members may be reinstated upon payment of special assessments for which the member was in arrears for the current and immediately preceding fiscal year.

ARTICLE VII - MANAGEMENT

The management and administration of the Club shall be vested in the Board of Directors, constituted as provided by Article I of the Articles of Incorporation under Charter Number 229112, and subject to other provisions of the Bylaws.

ARTICLE VIII - OFFICERS

1. There shall be a minimum of four Officers of the Club, namely; President, Vice President Secretary and Treasurer. There may be more than four Officers as determined by the Board of Directors.

2. There shall be a Board of Directors consisting of the elected Officers of the Club, the Immediate Past President of the Club, and a minimum of two (2) elected At-Large Directors. A second Vice President and additional At-Large Directors may be elected at the discretion of the Board of Directors

ARTICLE IX - QUALIFICATIONS FOR ELECTED OFFICERS

No member shall be entitled to hold office unless he is in good standing with dues and assessments paid for the current year.

ARTICLE X - DUTIES AND POWERS OF OFFICERS

1. Duties of President It shall be the duty of the President to preside at all meetings of the Club and Board of Directors; to enforce the Bylaws; to preserve order and decorum; to require all officers and members of the Committees to perform their duties; to appoint all Committees and Committee Chairman subject to the provisions of Article XII of the Bylaws; and to sign all official documents. The President shall be an ex-officio member of all Committees and generally perform all the duties appertaining to that office, and shall decide all questions of procedure and order. The President shall not be required to vote at meetings of the Club and Board of Directors, except in case of a tie vote.

2. Duties of First Vice President It shall be the duty of the First Vice President to aid the President in the performance of the President's duties, and in the absence or inability of that officer to serve, the First Vice President shall serve in the President's duties.

3. Duties of the Second Vice President In the event of the absence of both the President and the First Vice President or their inability to serve, the Second Vice President shall serve in their stead.

4. Duties of the Secretary It shall be the duty of the Secretary to keep full and impartial records of the Club and the Board of Directors; to perform such other duties as may be prescribed by the Board of Directors. The records shall at all times be open for inspection by the President, the Board of Directors, or any other member in good standing of the Club. The Secretary shall within five days after retiring from office, deliver to the successor all papers and other property belonging to the Club. The Secretary may with the approval of the President, appoint an assistant to aid in the proper maintenance of said records; said assistant must be a qualified member of the Club.

5. Duties of the Treasurer. It shall be the duty of the Treasurer to be the custodian of all Club funds, and to keep a correct and faithful account of all receipts and expenditures; and to keep all books belonging to that office, which shall at all times be open to inspection by the President, or any other member of the Club. The Treasurer shall

submit a report at all regularly scheduled meetings in detail of all income and expenditures for the preceding calendar month, and a detailed report of balances of cash on hand as of the last day of the preceding calendar month. The Treasurer shall within five days after retiring from office, deliver to the successor all monies, papers, and other property in their possession.

ARTICLE XI. DUTIES AND POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have, subject to Article IV of these Bylaws, the entire charge, control, administration and management of the affairs of the Club. It shall execute all measures and proceedings necessary to advance the purpose of the Club. It shall keep a correct record of its proceedings and submit a report of same to members at the annual meeting hereinafter provided for.

ARTICLE XII - COMMITTEES

1. There may be, in addition to such committees as the Board of Directors shall determine, the following standing committees, one committee member of each committee must be a member of the Board of Directors, with such duties as the Board may designate, such committees being:

Membership Committee

Restrictions Enforcement Committee

Architectural Committee

2. The President, subject to 1. above, shall appoint members of such committees with the approval of the Board of Directors.

ARTICLE XIII - MEETINGS

1. The annual meeting of the Club shall be held on the second Tuesday in April, and is to start no earlier than 7:00 o'clock p.m. or later than 8:00 o'clock p.m., as determined by the President.

2. Meetings of the Board of Directors will be set by the President.

3. Special meetings may be called by the following persons and in the following manner:

him/her, (a) The President may in case of an emergency, to be determined by

call a meeting of the Board of Directors or the full membership of the Club.

(b) It shall be the duty of the President to call a meeting of the full membership of the Club whenever requested to do so in writing by a majority of the members of the Board of Directors, stating the purpose of the meeting.

(c) It shall be the duty of the President to call a meeting of the full membership of the Club upon written request of 25% of the members, which request shall state the object of the called meeting.

of (d) It shall be the duty of the President to call a meeting of the Board

Directors when requested to do so in writing by three (3) members thereof, stating the purpose of the meeting. Said meeting shall be called within seven (7) days of the receipt by the President of such notice requesting a meeting of the Board of Directors. Notice of any special meeting of the Board of Directors may be given to all members thereof by telephone, in person or by written notice. Such notice to be given at least one (1) day prior to the time of any such meeting.

4. Meetings of the Board of Directors and/or Club shall be held at the place designated by the President within five (5) miles of the North Hill Estates and in Harris County, Texas, unless otherwise designated by the President.

ARTICLE XIV - NOTICES

Notice of special meetings under Article XIII, Paragraph 3 (a), (b) and (c) of the Bylaws shall be mailed by the Secretary not later than one week after the receipt of a written request. The notice shall state the object, the date and the hour of the meeting and said meeting shall be held not earlier than seven nor later than thirty days from the date of the notice. However, if the regularly scheduled Club meeting will occur within the aforementioned periods of time, the special meeting may be held immediately preceding the regularly scheduled meeting. No other business shall be presented at said special meeting except that for which it is called and so stated in said notice.

ARTICLE XV - QUORUMS

1. For all purposes a quorum at a regularly or specially called meeting of the Club shall consist of:

(a) Ten percent (10%) of the members in good standing or twenty members

in good standing, whichever is greater, present at a Club meeting, and

(b) Fifty percent (50%) of the members of the Board of Directors

2. For all purposes a quorum at a meeting of the Board of Directors shall consist of Fifty percent (50%) of the members of the Board of Directors.

ARTICLE XVI - VOTING

1. A majority vote of the members present at a regularly or specially called meeting of the Club or Board of Directors at which a quorum is present shall be the act of such membership or Board of Directors unless otherwise specified in the Bylaws.

2. A majority vote of the members present and voting at the April Annual Meeting shall be required for election, which shall be by ballot, except that if there is but one candidate for each office, the ballot may be dispensed with and the officers elected viva voce (voice vote).

ARTICLE XVII - NOMINATIONS AND ELECTIONS

At least thirty days before the annual meeting of the Club, the President shall appoint a Nominating Committee composed of three members of the Club from different areas in the North Hill Estates and Lynwood Estates. The Chairman of the Nominating Committee shall be named by the President at the time the members are appointed. Any vacancies occurring on said committee shall be filled by appointment by the President. The nominating committee shall present the names of at least one candidate for each elective office. The officers shall be elected at the annual meeting by vote of a majority of the Club members present. Nothing in this provision shall prevent nominations from the floor. Each officer shall be elected for a term of one year.

ARTICLE XVIII - VACANCIES

1. All vacancies occurring on the Board of Directors between annual meetings shall be filled by appointment by the President and approved by unanimous vote of the three elected officers of the Club other than the President.

2. All unexpired terms or vacancies in the office of the President, Vice President, Secretary and Treasurer shall be filled by appointment by the Board of Directors, subject to Article X of the Bylaws.

ARTICLE XIX - REMOVAL

Any Director or Officer of the Club may be removed from office by a three-fourths vote of the members of the Board of Directors present at such meeting called for such purpose.

ARTICLE XX - EXPANSION OF THE BOARD OF DIRECTORS

By a two-thirds majority vote of the Board of Directors, the number of Directors may be expanded. If additional Director posts are created, the posts shall be filled through selection by the President and approval by the three elected Officers as prescribed in Article VII of the Bylaws. The membership of the Board of Directors must at all times consist of the President, Vice President and Secretary-Treasurer, and not less than two Directors at large. The foregoing represents the minimum.

ARTICLE XXI - BONDING

The Board of Directors may require any Officer and/or employee of the Club to give a proper Surety Bond for the faithful accounting of such funds, with surety or sureties satisfactory to the Board of Directors and with the premium of the bond paid by the Club.

ARTICLE XXII - EXPENDITURES

1. All expenditures of the Club funds for operations other than emergencies shall be authorized by the Board of Directors who may direct the Treasurer to pay all bills incurred or to be incurred by the Club; provided, however, that any Board of Directors may, at the beginning of its term, authorize the Treasurer to pay for the necessary stationery, stamps and the cost of holding meetings, and no further authorization therefore shall be necessary during the remaining term of such Board of Directors. All drafts and/or checks must be signed by any two Officers.

2. The President shall be allowed a Twenty-Five (\$25.00) Dollar Working Fund to pay for expenses deemed necessary for the welfare of the Club. This fund may be replenished by the Board of Directors at any time. None of the aforementioned Twenty-Five (\$25.00) Dollars may inure to the personal benefit of the President, or any Officer or member of the Board.

3. No Officer, Director, nor other member of the Club acting in an official capacity for the Club can receive compensation or remuneration for any service performed which might accrue benefits for the Club while retaining such a position in the Club.

ARTICLE XXIII - ORDER OF BUSINESS AND RULES OF ORDER

1. The order of business shall be:

(a) Reading of the minutes of the last meeting

- (b) Treasurer's report
- (c) Committee reports
- (d) Unfinished business
- (e) New business
- (f) Program or miscellaneous
- (g) Notification of next regular meeting
- (h) Adjournment

2. Robert's Rules of Order, Revised, shall determine the conduct of business in all meetings of the Club, its governing bodies and committees, except where inconsistent with the Articles of Incorporation and these Bylaws.

ARTICLE XXIV - AMENDMENTS

These Bylaws may be amended, from time to time, by resolution in writing, presented at a regular meeting of the Club, read and approved by a two-thirds vote of a quorum at two consecutive regular meetings.