

October 26, 2022

**AMENDED AND RESTATED BYLAWS
OF
GLENDOWER COURT PROPERTY OWNERS' ASSOCIATION
A Non-Profit Corporation**

These October 26, 2022 Amended and Restated Bylaws of Glendower Court Property Owners' Association, having been duly adopted at the Annual Meeting of Members on this date, shall supersede and replace all prior Bylaws of the Association.

**ARTICLE I
NAME**

1.1 Name. The name of the corporation is GLENDOWER COURT PROPERTY OWNERS' ASSOCIATION, herein referred to as the "Association". All present or future Owners bound by the Declaration of Covenants, Conditions and Restrictions for Glendower Court recorded under Harris County Clerk's File No. RP-2022-467501, as may be amended or supplemented ("the Declaration"), are subject to the regulations and provisions set forth in these Bylaws.

**ARTICLE II
DEFINITIONS**

The following words, when used in these Bylaws, shall have the following meanings:

2.1 "Architectural Control Committee (ACC)" shall mean the committee appointed by the Board of Directors of the Association to review and approve plans for the construction of Improvements on the Property, and to conduct other business appropriate to such a committee under Texas law.

2.2 "Assessment(s)" shall mean and refer to all amounts due by an Owner to the Association under the Declaration, its Bylaws, or Rules, including but not limited to all regular annual and special assessments, charges, interest, and/or fees assessed against or incurred by an Owner of Lot, including but not limited to all reasonable attorneys' fees, court costs and costs of collection incurred due to an Owner's violation of the Declaration.

2.3 "Association" shall mean and refer to GLENDOWER COURT PROPERTY OWNERS' ASSOCIATION, a Texas nonprofit corporation, its successors and assigns, of which its Articles of Incorporation were filed with the Texas Secretary of State on February 24, 1984 as charter number 692797.

2.4 "Board" shall mean and refer to the Board of Directors of the Association.

2.5 "Bylaws" shall mean the Bylaws of the Association.

2.6 "Declaration" shall mean and refer to the recorded Declaration of Covenants, Conditions and Restrictions for Glendower in the Official Public Records of Real Property of Harris County, Texas, described above, together with any recorded amendments or supplements thereto.

2.7 "Improvement" shall mean every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts,

driveways, surface paving, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, and poles, pumps, power generators, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

2.8 “Lot” shall mean and refer to the numbered lots shown on the recorded Original Plat and Replats of the Subdivision.

2.9 “Maintenance” shall mean the necessary upkeep for preserving the condition of a property.

2.10 “Member” shall refer to every person or entity which holds a membership in the Association. The criteria to become a Member of the Association is to hold title to a Lot within the Subdivision which is encumbered by the Declaration. Membership is appurtenant to and runs with the land. Membership is not severable as an individual right and cannot be separately conveyed to any party or entity.

2.11 “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest or a royalty interest.

2.12 “Plans and Specifications” shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevations drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to such Improvement.

2.13 “Property(ies)” shall mean all real property located within the Subdivision of Glendower Court, an addition of Houston, as depicted in the Original Plat of said Subdivision in the Deed Records of Harris County, Texas, Volume 572, Page 261, and all recorded Replats of Lots in the Subdivision.

2.14 “Residence” shall mean a single, enclosed dwelling unit containing facilities for living, sleeping, cooking and eating.

2.15 “Restrictions” shall mean the Declaration, as amended from time to time, together with the Architectural Committee Rules, the Association Rules, the Certificate of Formation, these Bylaws, and all other governing documents duly adopted by the Members or the Board of Directors as may be required by the Declaration or Texas law.

2.16 “School(s)” shall mean any building that contains facilities operated by a public, religious or other entity with a curriculum for education.

2.17 “Subdivision” shall refer to the Glendower Court Subdivision made the subject of the Declaration, and also to all Property in the future which is hereafter annexed or added into the Subdivision and/or which is subjected to the jurisdiction of the Association.

ARTICLE III PURPOSES

3.1 Purposes. The purposes for which the Association is organized are:

To engage in charitable, educational and recreational activities within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1954, for the benefit of the general public and the inhabitants of those certain urban geographical areas and communities in Houston, Harris County, Texas, bounded as follows: Westheimer Road on the South, the easternmost portions of the lots fronting on the eastern side of Kingston Drive on the East, the northern side of Indiana Avenue or Avalon Place on the North, and the westernmost portions of the lots fronting on the western side of Westgate Drive, hereinafter referred to as Glendower Court or the "Community". More particularly with respect to the foregoing, the Association is organized for the following purpose or purposes:

To enforce all covenants, conditions, restrictions, rules, policies and other terms set forth in the Restrictions applicable to Lots in the Subdivision.

To determine and collect Assessments through all lawful means as established and authorized by the Declaration.

To develop, maintain, improve or beautify parks, streets, walkways, sewers, public buildings or vacant and undeveloped areas, to urge Community residents and Owners to clean and repair private property, to provide general information on methods of counteracting housing and Community deterioration and ways of improving homes and the Community in general, to sponsor yard, street and park clean-up campaigns, to take surveys to determine the adequacy of schools, parks, street lights, recreational facilities and other Community amenities and services, to support programs directed at achieving reasonable population density standards in relation to Community resources, to support programs designed to improve, expand, or supplement existing services and amenities to the Community.

The Association is intended to be a property owners association as defined in Section 204.004(a) of the Texas Property Code. The purpose of the Association is to manage and maintain the Glendower Court Subdivision Properties, a residential real estate development.

ARTICLE IV OFFICES AND AGENT

4.1 Offices and Agent. The principal office of the Association in the State of Texas shall be located in the City of Houston, County of Harris. The Association may have such offices, either within or without the State of Texas, as the Board may designate or as the affairs and activities of the Association may require from time to time.

4.2 Registered Office. The registered office of the Association may be, but need not be, identical with the principal office in the State of Texas, as designated by the Board. The address of the registered office and the registered agent may be changed from time to time by the Board.

ARTICLE V MEMBERSHIP

5.1 Ownership Equals Membership. Any person, corporation, partnership or other entity, including any combination of any or all of the foregoing, which owns Property in the Subdivision that is subject to the Declaration governing the Glendower Court Subdivision, whether singly, jointly or in common, as reflected, from time to time, in the Official Public Records of Real Property, in Harris County, Texas is a Member of the Association.

5.2 Non-Voting Member. Notwithstanding the foregoing, nothing herein shall be construed to prevent the Board from designating non-voting honorary members from the public at large.

5.3 Voting Rights. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members collectively entitled to one (1) vote per Lot. The vote for such Lot shall be exercised as such joint owners may, among themselves, determine but in no event shall more than one (1) vote per Lot be cast. Lot Owners shall notify the Association of change of ownership by presenting the deed of the new Owner(s).

ARTICLE VI MEETING OF MEMBERS

6.1 Annual Meeting. An annual meeting of Members shall be held during the months of October, November or December in each year, at a time to be set by the Board, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

6.2 Special Meetings. Special meetings of the Members may be called by the President of the Board, any three Directors, or not less than one-third (1/3) of the Members.

6.3 Place of Meeting. The Board may designate any place within the City of Houston as the place of meeting for the annual meeting of Members or special meeting of Members called by the Board. To the extent permitted by Texas law, the Board may instead choose to meet by electronic means in which all Members can participate.

6.4 Notice of Meetings. Written notice stating the place, day and hour of meetings of members shall be delivered, either personally or by mail, to each member, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President of the Board or by those persons calling the meeting. However, for any meeting of Members at which a Special Assessment is to be submitted to a vote of Members, written notice of the meeting and including the amount of the proposed assessment shall be given no less than ten (10) nor more than sixty (60) days before the date of such meeting. In case of a special meeting, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid. The Board of Directors may adopt any other method of notice permitted by Texas law.

6.5 Waiver of Notice. Whenever any meeting of the Members is called, at which notice is required to be given to Members of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, shall be equivalent to the giving of such notice.

6.6 Informal Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

6.7 Meetings by Remote Communications Technology. Notwithstanding any conflicting provision herein, a meeting of the Members of the Association, the Board of Directors of the Association, or any committee designated by the Board of the Association, may be held by means of a conference telephone or similar communications equipment, another suitable electronic communications system, including video conferencing technology or the Internet, or any combination of those means, to the extent permitted by Texas law.

6.8 Quorum of the Members. Twenty five (25) Lots are needed to constitute a quorum of the Members at any meeting of the Members of the Association.

6.9 Proxies. At any meeting of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution.

6.10 Manner of Enactment. A majority of the votes entitled to be cast on a matter to be voted upon by the Members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof, unless a greater proportion is required by law or by these By-Laws or the Declaration.

6.11 Voting. Where Directors are to be elected by Members, such election may, but need not be, conducted by mail or by electronic ballot in such a manner as the Board shall determine. Any vote cast in an election or vote by a Member must be in writing and signed by the Member. Written and signed ballots are not required for uncontested races. All written ballots must be retained for at least twenty (20) days. All voting by Members on all matters shall be counted as one (1) vote per Lot. The Board may, but is not required to, appoint a Nominating Committee to propose one or more Directors to be elected at the Annual Meeting.

ARTICLE VII BOARD OF DIRECTORS

7.1 Board. The affairs of the Association shall be managed by its Board. Directors must be Members of the Association.

7.2 Powers. The Board shall have the power to do the following:

- (a) Adopt, amend, repeal and enforce Rules and Regulations and enforcement provisions as it deems necessary or desirable with respect to the interpretation and implementation of the Declaration, the operation of the Association, and the use of the Lots within the Subdivision.
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.
- (c) Employ a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe their duties.

7.3 Duties. It shall be the duty of the Board to do the following:

- (a) Cause to be kept a complete record of all its acts and corporate affairs.
- (b) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual Assessment against each Lot;
 - (2) Send written notice of each Assessment to every Owner subject thereto; and
 - (3) Foreclose the lien against any Lot for which Assessments are not paid and to bring an action at law against the Owner personally obligated to pay the same, as it may deem appropriate.
 - (4) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment.
 - (5) Procure and maintain adequate liability and hazard insurance as determined by the Board.

7.4 Number, Election and Tenure. The Board shall be comprised of five (5) Directors. At the annual meeting of Members, the Members shall elect up to four (4) Directors to replace those whose terms have expired and one (1) Director to serve as President-Elect and Vice President of the Board. The President-Elect election shall be held before the election of the Board of Directors. Directors shall be elected for a term of two (2) years, except that in the first year after these Bylaws are adopted, three (3) Directors shall be elected for two (2) years, and two (2) Directors shall be elected for one (1) year. The candidates receiving the most votes shall serve the longer two (2) year terms and the other candidates shall serve the one (1) year terms. Thereafter, all Directors whose terms are expiring shall be elected for two (2) year terms. Members may cast no more than one (1) vote for each open Director position, voting one (1) vote for each Lot owned. No cumulative voting is allowed. In the event of a contested election, the persons receiving the most votes for each of the open positions shall be elected, even if not a majority. No run-off election shall be held. In the event of a tie vote, such tie shall be decided by a coin toss. The President who opened the Annual Meeting shall preside until adjournment of the Annual Meeting.

7.5 Regular Meetings. The first meeting of the new Board shall be held as soon as possible after the Annual Meeting of Members for the Board to elect the Secretary and Treasurer from among the Directors other than the new President and the new President-Elect. The Board may determine the time and place, either within or without the State of Texas, for the holding of other regular Board meetings.

7.6 Special Meetings. Special meetings of the Board may be called by or at the request of the President of the Board, or any three Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board called by them.

7.7 Open Board Meetings. Except where Texas law provides otherwise, all regular and special meetings of the Board shall be open to Members, subject to the right of the Board to adjourn 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 a closed executive session, any decision made in that closed session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of the 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 the closed session.

7.8 Notice. Members shall be given notice of the date, time, place and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in a closed session. The notice shall be either:

- (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 144 hours before the start of the meeting by
 - (1) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common property or on an internet website maintained by the Association, and also
 - (2) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is a Member's duty to keep an updated e-mail address registered with the Association.

If the Board recesses a regular or special Board meeting to continue later the same day or the following regular business day, the Board is not required to post notice of the continued meeting if the recess was taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following business day, and on that following day the Board continues the meeting another day, the Board shall, within two hours after adjourning the meeting being continued, give notice of the continuation by posting the notice in a conspicuous manner on the Association's common property, as described above, and/or on an internet website maintained by the Association.

7.9 Meetings without Notice. The Board may meet by any method of communication, including electronic and telephonic, without the prior notice to Members required above in Section 7.8, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent, to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Members as required above in Section 7.8 must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners as required above in Section 7.8, consider or vote on:

- (1) fines;
- (2) damage Assessments;

- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in Assessments;
- (6) levying of special Assessments;
- (7) appeals from a denial of architectural control approval; or
- (8) a suspension of a right of a particular member before the Member has an opportunity to attend a Board meeting to present his position, including any defense, on the issue;
- (9) lending or borrowing money;
- (10) the adoption or amendment of a dedicatory instrument;
- (11) the approval of an annual budget or the approval of an amendment on an annual budget;
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the Board;
- (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (15) the election of an officer.

7.10 Action without a Meeting. Any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the Directors.

7.11 Minutes. The Board shall keep a record of each regular and special Board meeting in the form of written minutes. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request, in accordance with the Association's open records policy. Detailed minutes of matters handled in executive session, if any, shall be held in confidence in the Records of the Association, and shall not be made available for inspection by the Members at large, but shall be subject to inspection by subsequent Boards, in their discretion.

7.12 Quorum of the Board. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting without further notice until later in that same day or until the next day without notice, other than by announcement at the meeting.

7.13 Manner of Enactment. An act of a majority of Directors present at a meeting where a quorum is present shall be an act of the Board.

7.14 Vacancies. Any vacancy occurring in the Board caused by resignation, death or disability shall be filled by vote of a majority of the Directors then in office. The position shall be filled by the election of a new person to the office vacated at the next meeting of the Members, whether regular or special. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. The requirements for the filling of vacancies caused by removal are included in Section 7.15.

7.15 Removal. Directors may be removed, with or without cause, by a majority vote of the Members of the Association at a special meeting of the Members duly called for that purpose. Notice of the meeting must be given to all Directors. If the Board is presented with written, documented evidence from a database or other record maintained by a law enforcement authority that a Director has been convicted of a felony or crime involving moral turpitude, the Director is immediately ineligible to

serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board. (Tex. Prop. Code §209.00591(b).) Any Director removed shall be replaced by a majority vote of the Board, and the new Board member shall serve until the next election of Directors.

7.16 President Emeritus. The latest preceding person elected as President who is not continuing to serve as a Director on the Board shall be an ex-officio, non-voting Director designated as the President Emeritus. Anyone qualifying as President Emeritus shall serve in such role on the Board until a successor so qualifies even if that involves more than two (2) consecutive terms.

7.17 Chairman of the Board, Vice Chairman. The President of the Association shall serve as Chairman of the Board, who shall preside over Board meetings, and generally direct and oversee the operation of the Board of Directors. The Vice President shall serve as Vice Chairman of the Board. The Vice Chairman shall perform such additional duties as are designated by the Board.

7.18 Compensation. No compensation shall ever be paid to any person by virtue of his or her status as a Director or Officer of the Association.

7.19 Substitutes. Only duly elected and constituted Directors shall be permitted to vote at meetings of the Board.

7.20 Interest of Directors in Contracts. Any contract or other transaction between the Association and one or more of its Directors, or between the Association and any firm of which one or more of its Directors are members or employees or in which they are interested, or between the Association or any corporation or association of which one or more of its Directors are shareholders, members, directors, officers, or employees, or in which they are interested, shall be **invalid** for all purposes.

ARTICLE VIII OFFICERS

8.1 Officers. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer.

8.2 Election or Appointment and Term of Office. Officers shall be elected by the Board at the first Board meeting after the annual meeting, for a term of one year (except the Vice President and President-Elect), provided, however, that no person may serve more than four (4) consecutive terms in any one office. Each officer shall hold office until his or her successor shall have been duly elected. All officers shall be Directors. At the end of the President's term, the Vice President, who is also the President-Elect, shall take the office of President.

8.3 Removal. Any officer other than the Vice President and President-Elect may be removed by a majority vote of the Board and a replacement officer elected by the Board at any time, which shall be discussed in executive session.

8.4 Duties, Responsibilities and Powers. The officers of the Association shall have such duties, responsibilities and powers as are usually associated with their offices, except as modified by the Board, and shall have such additional duties, responsibilities and power as may from time to time be conferred upon them by the Board. The following duties, responsibilities and powers are set forth, not as a mandate, but as a guideline to the designated offices, with the understanding that other duties,

responsibilities and powers of each below-listed office may be expanded, contracted or altered from time to time, in the discretion of the Board.

(A) **President.** The President shall be the principal executive operating officer of the Association and Chairman of the Board, and shall in general supervise and control the day-to-day business and affairs of the Association in accordance with the policies of the Board and these By-Laws. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these By-Laws or by statute to some other officer or agent of the Association; and in general he or she shall perform such other duties as from time to time may be assigned to him or her by the President or the Board.

(B) **Vice President/President-Elect.** In the absence of the President or in the event a majority of the other members of the Board determine by resolution that the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also be the President-Elect and shall succeed to the office of President at the conclusion of the term of the prior President, unless otherwise determined by the Board. The Vice President shall perform such other duties as from time to time may be assigned by the President or the Board.

(C) **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts and monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

(D) **Secretary.** The Secretary shall keep the minutes of the meetings of the Members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member which shall be furnished to the Secretary and such other duties from time to time may be assigned to him or her by the Board.

8.5 Compensation. No compensation shall be paid to any person by virtue of his or her status as an officer of the Association.

8.6 Multiple Offices. Any two or more offices maybe held by the same person, except that the same person may not hold the offices of President and Secretary.

ARTICLE IX COMMITTEES

9.1 Creation and Appointment of Committees. Committees may be created and terminated by the Board. The Board shall appoint all committee members and such committee members must be Members of the Association, but need not be members of the Board. Any member thereof may be removed by the Board with or without cause at any time, which shall be discussed in executive session.

9.2 Powers and Duties. Each committee created under this Article shall have such powers and perform such duties as directed by the Board. Each such committee shall submit its reports and recommendations to the Board.

9.3 Term of Office. Each member of a committee shall continue as such until removed or replaced by the Board.

9.4 Chairman. One member of each committee shall be appointed Chairman by the Board.

9.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided for in the case of the original appointments.

9.6 Quorum. A majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

9.7 Rules. Each committee may adopt rules for its own operation not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE X INDEMNIFICATION AND INSURANCE

10.1 Indemnification. The Association hereby indemnifies any director, officer or committee member or former director, officer or committee member of the Association for expenses and costs (including attorneys' fees) actually and necessarily incurred by him or her, by action in court or otherwise, by reason of his or her being or having been such director, officer or committee member, except in relation to matters as to which he or she shall have been guilty of gross negligence or intentional misconduct in respect of the manner in which indemnity is sought.

10.2 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association against any liability asserted against such person in any such capacity or arising out of such person against such liability under the provisions of the Texas Business Corporations Act. The Board may also purchase other insurance, in the discretion of the Board.

ARTICLE XI

BOOKS, RECORDS, and SECURITY

11.1 Books and Records. The Association shall keep books and records of account, shall keep minutes of the proceedings of its Members, Board and Committees having any authority of the Board, and shall keep at its registered office or principal place of business in this State, a record of the names and addresses of its Members. The records of account of the Association shall reflect the total of all due and unpaid Assessments.

11.2 Open Records. Except as limited by Section 7.11 above, the books and records of the Association, including financial records, shall be open to and reasonably available for examination by a Member or a person designated in writing signed by the Member as the Member's agent, attorney, or certified public accountant, as provided by Texas Property Code Chapter 209, Section 209.005 and in compliance with the Association's open records policy.

11.3 Manager and Professional Service. The Board may hire a Manager who is not a Member to maintain the books and records of the Association and provide other services. The Manager may either be an individual or a business organization. The Manager may attend or be excluded from executive sessions, in the discretion of the Board. The Board may also hire additional professional persons or firms, such as legal and accounting services, in addition to the Manager.

11.4 Security. The Board is authorized to enter into contracts with either a public police agency or a private security agency, either directly, or with or through another subdivision, to enhance the safety and security in the Subdivision.

ARTICLE XII CONTRACTS, CHECKS, DEPOSITS, FUNDS

12.1 Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Contracts and other commitments made by the Board, the officers or the manager will be made by these Persons as agents for the Owners, and the Board, the officers and the manager will have no personal responsibility on any contract or commitment.

12.2 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be approved by the Board.

12.3 Deposits. All funds to the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as authorized by the Board.

12.4 Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or device for the general purpose or for any specific purpose of the Association.

**ARTICLE XIII
AMENDMENT TO BY-LAWS**

13.1 Procedure. These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted by a majority of the Members voting in accordance with Article VI of these Bylaws at any regular meeting or at any special meeting, if at least ten (10) days' written notice is given to all Members of the intention to alter, amend or repeal or to adopt new Bylaws at such meeting, (1) stating the nature of the change or changes, or (2) such proposed Bylaws may be posted on the Association website.

13.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV
WAIVER OF NOTICE**

14.1 Waiver. Whenever any notice is required to be given to any Member or Director of the Association under the provisions of these Bylaws, under the Articles of Incorporation, or under provisions of these Bylaws, under the Articles of Incorporation, or under provisions of Texas law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**ARTICLE XV
FISCAL YEAR**

15.1 Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board, and until further resolved, shall begin on the first (1st) day of January and end on the last day of December each year.

**ARTICLE XVI
POLITICAL CONTRIBUTION**

16.1 Political Contribution Prohibited. The Association is prohibited from contributing money to any political candidate or political action committee.

Certification signatures follow on the next page.

CERTIFICATION

The undersigned Officers of the Association hereby certify that these Bylaws were duly adopted by a majority of the Owners at a meeting of the Members called for such purposes on the 26th day of October, 2022.

GLENDOWER COURT PROPERTY OWNERS' ASSOCIATION

By:

Signature: President

Printed Name

By:

Signature: Secretary

Printed Name