

**ADDITIONAL DEDICATORY INSTRUMENT**  
**for**  
**THE CLIFFS AT SOUTH SHORE PROPERTY OWNERS ASSOCIATION**

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

BEFORE ME, the undersigned authority, on this day personally appeared Chris J. Archambault who, being by me first duly sworn, states on oath the following:


My name is Chris J. Archambault I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney for THE CLIFFS AT SOUTH SHORE PROPERTY OWNERS ASSOCIATION Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

**AMENDED AND RESTATED BY-LAWS**  
**THE CLIFFS AT SOUTH SHORE PROPERTY OWNERS ASSOCIATION**

DATED this 4th day of December, 2020.

**The Cliffs at South Shore Property Owners Association,**

BY:   
\_\_\_\_\_  
Chris J. Archambault, Attorney  
(Printed Name)

THE STATE OF TEXAS

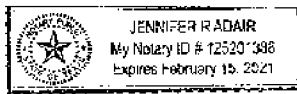
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COUNTY OF HARRIS

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THIS INSTRUMENT was **acknowledged** before me on this the 4th day of December, 2020 by the said Chris J. Archambault, Attorney for The Cliffs At South Shore Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.



*Jennifer R. Adair*  
Notary Public - State of Texas

After Recording Return To:  
Daughtry & Farine, P.C.  
17044 El Camino Real  
Houston, Texas 77058  
ATTN: CJA/arg

**AMENDED AND RESTATED BYLAWS  
OF THE CLIFFS AT SOUTH SHORE PROPERTY OWNERS ASSOCIATION**

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**ARTICLE 1**  
**OFFICES**

- 1.01. The principal office of the Association shall be as established by the Board of Directors from time to time, as the business of the Association requires.

**ARTICLE 2**  
**DEFINITIONS**

- 2.01. **“Association”** shall mean and refer to The Cliffs at South Shore Property Owners Association (POA), its successors and assigns.
- 2.02. **“Subdivision”** shall mean and refer to (i) that certain real property heretofore platted and known as The Cliffs at South Shore, Section One, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet 1, Sheets 94-95, inclusive, Map Records of Montgomery County, Texas, and as described in the Declaration of Covenants, Conditions and Restrictions for The Cliffs at South Shore, Section One, said Declaration being recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 9662280.
- 2.03. **“Common Area”** shall mean all real property, if any, within the Subdivision, owned by the Association and dedicated for the common use and enjoyment of the Owners of property in the Subdivision.
- 2.04. **“Lot” or “Lots”** shall mean and refer to the numbered lots as shown on the plats of the Subdivision, any lot or tract resulting from the subdivision or re-subdivision of any Lot and any other tracts brought within the jurisdiction of the Association.
- 2.05. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision. In the event of an executory contract for installment sale or contract for deed covering any Lot, the "Owner" shall be the purchaser named in the contract. "Owner" does not include those persons or entities having an interest merely as security for the performance of an obligation, persons or entities who own only an easement, or those having an interest in the mineral estate only.
- 2.06. **“Developer” and/or “Declarant”** shall mean and refer to Virgin Development IV, Ltd., a Texas limited Partnership. Developer no longer has any rights to, nor owns any property within, The Cliffs at South Shore.
- 2.07. **“Restrictions”** shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for The Cliffs at South Shore, Section One, as filed in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. 9662280, the Declaration of Covenants Conditions and Restrictions for The Cliffs at South Shore, and to any similar declaration applicable to the Properties that may hereafter be brought within the scheme of development of the The Cliffs at South Shore subdivision and subjected to the jurisdiction of the Association.

2.08. “Member” shall mean and refer to those persons entitled to membership in the Association.

2.09. “Property Code” shall mean and refer to the current Texas Property Code.

### **ARTICLE 3** **QUALIFICATIONS FOR MEMBERSHIP**

3.01. **Membership.** The membership of the Association shall consist of all the Owners of the Lots within the Subdivision. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.02. **Proof of Membership.** Proof of Membership may consist of a copy of a duly executed and acknowledged deed, contract for deed or title insurance policy evidencing ownership of a Lot or Lots in the Subdivision, and shall be provided to the Secretary or property management company. Such deed, contract for deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed, contract or policy.

3.03. **No Additional Qualification.** The sole qualification for membership shall be ownership of a Lot or Lots in the Subdivision. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Restrictions.

### **ARTICLE 4** **VOTING RIGHTS**

4.01. **Voting.** The Member or Members having an ownership interest in a single property subject to the Association shall be entitled to one (1) vote for each property owned. While two (2) adjacent Lots are owned by a single Owner and remain undeveloped, said Owner shall have two (2) votes. Should two (2) adjacent Lots be used for a single-family construction, once construction starts, that property will be voted as a single Lot. The vote by one (1) Owner of a property shall be presumed to be the representative of all Owners of that property. If record title to a particular Lot or Lots is in the name of two or more persons, all co-owners shall be Members and may attend any membership meeting of the Association but the voting rights appurtenant to each such Lot may not be divided and fractional votes shall not be allowed. Any one of said co-owners may exercise the vote appurtenant to each such Lot so owned at any meeting of the Members and such vote shall be binding and conclusive on all of the other co-owners of said Lot who are not present; provided, if one of the non-attending co-owners has given the Association notice of objection to the attending co-owner's vote, no vote shall be cast for said Lot except upon notice of unanimous consent by all such co-owners being given to the Association. In the event more than one vote is cast for a single Lot by an Owner, none of the votes so cast shall be counted and all of such votes shall be deemed void.

4.02. **Methods of Voting.** The voting rights of a Member may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee or mailed ballot;

(3) or by electronic ballot by electronic mail or facsimile.

Any vote cast must be in writing and signed by the Member as required by Section 209.0058 of the Property Code. Electronic votes constitute written and signed ballots.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, all of which are required by Section 209.00592 of the Property Code.

**4.03. Proxies.** All proxies shall be in writing and filed with the Secretary of the Association or the property management company. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

**4.04. Quorum.** A quorum for the transaction of business at Annual or Special Meetings shall be defined as at least twenty percent (20%) of the total Members present or by proxy, provided the requirements of Section 5.04 (Notice of Meetings) are met. If a quorum shall fail to attend any meeting of the Members, then the meeting shall be rescheduled, without the necessity for giving additional notice other than the announcement at the meeting, at which subsequent meeting of Members representing fifteen percent (15%) of the total votes of the Association shall constitute a quorum for that meeting. If a quorum shall fail to attend at the Annual Meeting, the Board may adjourn the meeting and immediately recall the meeting at which time quorum shall be the Members present in person, proxy, or voting via absentee or electronic ballot for the limited purpose of conducting elections to the Board of Directors.

**4.05. Required Vote.** The vote of the majority of the votes entitled to be cast by the Members present or represented by proxy, or voting by absentee or mailed ballot or by electronic ballot or facsimile at a meeting at which a quorum is present shall be the act of the meeting of the Members, unless the vote of a greater number is required by statute, the Deed Restrictions, the Articles of Incorporation, or these Bylaws.

**4.06. Cumulative Voting.** Cumulative voting shall not be permitted.

**4.07. Election Vote Tabulators.** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the TEXAS GOVERNMENT CODE, may not tabulate or otherwise be given access to the ballots cast in



the election or vote.

- 4.08. Recount Procedures.** Any owner may, not later than the fifteenth (15th) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 209.0057 of the Property Code.

## **ARTICLE 5** **MEETINGS OF MEMBERS**

- 5.01. Annual Meetings.** An annual meeting of the Members of the Association shall be held each year at a date and time designated by the Board of Directors, and specified in the notice of meeting, for the purpose of electing Directors and transacting such other business as may properly come before the meeting.
- 5.02. Special Meetings.** Special meetings of the Members for any purpose or purposes may be called by the President, by the Vice President in the event of the absence or disability of the President, by majority of the Board of Directors, or by Members representing not less than one-tenth (1/10th) of all votes entitled to be cast by the Members.
- 5.03. Place.** Meetings of the Members shall be held at such place as may be designated by the Board of Directors and specified in the notice of meeting.
- 5.04. Notice of Meetings.** Notice, written or printed, stating the place, day and hour of any meeting of the Members, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member of record not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the office or person calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited with the United State Postal Service, addressed to the Member at his address as it appears on the books of the Association, with postage thereon prepaid. Notice of adjourned meetings is not necessary unless the meeting is adjourned for thirty (30) days or more, in which case notice of the adjourned meeting shall be given as in the case of a special meeting.
- 5.05. Order of Business at Meetings.** The order of business at all meetings of the Members shall be as follows:
- (1) Establish Quorum;
  - (2) Proof of notice of meeting or waiver of notice;
  - (3) Reading and Acceptance of Minutes of preceding meeting;
  - (4) Reports of officers;
  - (5) Reports of committees;
  - (6) Election of directors;
  - (7) Unfinished business from preceding meeting; and
  - (8) New business.

**5.06. Action Without Meeting by Unanimous Consent.** Any action required or permitted by the Articles of Incorporation, these Bylaws, or the Property Code to be taken at a meeting of the Members of the Association may be taken without a meeting if all the Members entitled to vote with respect to the subject matter sign a written consent setting forth the action so taken.

**5.07. Action by Non-Unanimous Consent.** Any action required or permitted by the Articles of Incorporation, these Bylaws, or the Property Code to be taken at any annual or special meeting of Members may be taken, subject to any statutory requirements, without a meeting, without prior notice, and without a vote, if the Members having not less than the minimum number of votes that would be necessary to take such action (had the matter arisen at a membership meeting at which the all Members entitled to vote on the action were present and voted) sign a written consent setting forth the action so taken.

## **ARTICLE 6** **BOARD OF DIRECTORS**

**6.01 Number.** The affairs of the Association shall be managed by a Board of Directors consisting of five (5) persons unless and until such number be increased or decreased by amendment of these Bylaws. However, no such decrease shall have the effect of shortening the term of any incumbent director, and the number of directors shall never be less than three (3). Only one (1) representative per Lot may serve on the Board at any given time; it is the intent of this provision that only one (1) spouse, significant other or family member may serve on the Board at the same time. A Director shall be deemed qualified when he or she enters upon the duties of the office.

**6.02 Term.** The term of office of Directors will be three (3) years. Over a three (3) year period, two (2) Directors will be elected in the first (1st) year, two (2) Directors will be elected in the second (2nd) year, and one (1) Director will be elected in the third (3rd) year. Directors will be elected at the Annual Meeting of Members, and each Director shall be elected to serve until their successor shall have been elected and qualified, or until their service as Director shall have been terminated by resignation, retirement, removal, or death.

**6.03 Removal.** At any meeting of the Members called expressly for the purpose, any Director or the entire Board of Directors may be removed, with or without cause, by a majority of all of the votes entitled to be cast by the Members of the Association.

**6.04 Vacancies.** In the event of a vacancy on the Board caused by the death, disability, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of their predecessor in office.

**6.05. Director Appointments.** Any Board member whose term has expired must be elected as provided in these Bylaws. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death or disability, as provided in these Bylaws. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

Upon any Board member's departure, whether due to expiration of term or resignation, all confidential materials shall be returned to the current Board President or Secretary. All departing Board members shall abide by the terms of the Non-Disclosure Agreement (NDA) that they signed when joining the Board.

**6.06 Compensation.** No Director shall receive compensation for any service they may render to the Association. A Director may, however, be reimbursed by the Board for actual expenses incurred by them in the performance of their duties.

**6.07 Contracts.** Any contract or other transaction between the Association and any of its Directors (or any corporation or firm in which any of its Directors is directly or indirectly interested) shall be valid for all purposes, notwithstanding the presence of such Director at the meeting authorizing such contract or transaction, or their participation in such meeting. The foregoing shall, however, apply only if the interest of each such Director is known or disclosed to the Board of Directors, and it shall nevertheless authorize or ratify such contract or transaction by a majority of the Directors present, each such interested director to be counted in determining whether to carry such vote. This section shall not be construed to invalidate any contract or transaction that would be valid in the absence of this section.

**6.08 Powers and Duties.** The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in these Bylaws or in the Deed Restrictions or as set forth in the Articles of Incorporation of the Association. In addition, the Board of Directors shall have the following powers and duties:

- a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members;
- b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- c) adopt and amend Bylaws, Guidelines and Policies for the Association;
- d) Prepare and adopt annual budgets with the fiscal year of the Association being January 1st to December 31st of each year;
- e) as more fully provided in the Deed Restrictions to:
  - (1) adjust the amount of the annual maintenance fund assessment against each lot;
  - (2) send written notice of each assessment to every Owner subject thereto; any such assessment or charge that is not paid when due shall be delinquent;

(3) collect all costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and Assessments, as well as interest as specified in the Restrictions; such costs, expenses, and fees shall include, but not be limited to: actual expenses, including attorney fees and court costs, a late fee of \$50, which shall be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process, a dishonored-check processing fee, a partial payment processing fee, a transfer fee assessed for the transfer of ownership of any property, including by foreclosure;

(4) collect all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Restrictions, assessing them against the Member and this property, which shall then become part of the assessments due on the property; such costs, expenses, and fees shall include, but not be limited to: actual expenses, including attorney fees and court costs, a late fee of \$50, which shall be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process, a dishonored-check processing fee, a partial payment processing fee, a transfer fee assessed for the transfer of ownership of any property, including by foreclosure; and

(5) foreclose the lien against any property for which assessments are not timely paid and/or bring an action at law against each Owner personally obligated to pay the same;

- f) issue, or to cause an appropriate office 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;
- g) procure and maintain, if possible, adequate liability and hazard insurance on property owned by the Association;
- h) cause all checks, drafts or orders for the payment of money and all promissory notes issued by the Association shall be signed by such officer or officers, or such other person or persons, as the Board of Directors may from time to time designate, and in addition, the Board may likewise authorize an Officer of the Association, in turn, to designate and authorize other officers or employees to write checks, drafts or orders for the payment of money, in the name and on behalf of the Association. Signing may be accomplished manually or, if so provided by the Board of Directors, by facsimile signature.
- i) cause all officers or management company employees having fiscal responsibilities to be bonded, as it may deem appropriate;

- j) cause audits or reviews of the financial statements at the Board's sole discretion;
- k) cause the Common Areas to be maintained;
- l) cause the Deed Restrictions of the Subdivision to be enforced and administered and implement the Fining Policy, as necessary;
- m) cause the architectural control of the Subdivision as set forth in the Deed Restrictions;
- n) engage and pay the cost of services for such accountants, attorneys, contractors or other persons or entities as the Board deems necessary to manage and administer the affairs of the Association;
- o) ensure the keeping of books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- p) borrow money for the purpose of maintenance, repair or restoration of the Associations' improvements, or for any other proper purpose up to a total amount of \$25,000 without the approval of the Members of the Association. With the approval of the Members there shall be no limitation to the amount of money the Association may borrow;
- q) may by resolution create a reserve or reserves out of earned surplus for any purpose or purposes, and may abolish any such reserve in the same manner;
- r) control the Reserve account for the purpose of funding expenditures required to maintain the private roads/streets and the brick wall and gated area at the entrance to the Subdivision;
- s) manage the affairs of the Association;
- t) maintain a membership register reflecting the names, property addresses, mailing addresses, email addresses, and phone numbers of all Members;
- u) permit utility suppliers, including the granting of easements within existing utility easements within the Subdivision, reasonably necessary to the ongoing development or operation of the Subdivision; and
- v) perform all acts and do all things provided for or contemplated to be done by the Association in the Deed Restrictions and the Articles of Incorporation.

Directors shall exercise ordinary business judgment in managing the affairs of the Association. Directors shall act as fiduciaries with respect to the interests of the Members. In

acting in their official capacity as directors of this Association, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Association and that are not unlawful. In all instances, the directors shall not take any action that they should reasonably believe would be contrary to the Association's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Association. The Board of Directors must, when requested by one-third (1/3) of the total votes of Members of the Association, present written reports of the situation and amount of business of the Association.

**6.09 Actions of Board of Directors.** The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a director who is represented by proxy in a vote is considered present.

**6.10 Action taken at a Meeting.** A Director of the Association who is present at a meeting at which action on any Association matter is taken shall be presumed to have assented to the action unless their dissent shall be entered in the minutes of the meeting or unless they shall file their written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

**6.11 Action taken without a Meeting.** Any action permitted or required by statute, by the Articles of Incorporation or by these Bylaws to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all members of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote at a meeting. Any such signed consent, or a signed copy thereof, shall be placed in the minute book of the Association.

## **ARTICLE 7**

### **INDEMNIFICATION OF DIRECTORS**

When Indemnification is Required, Permitted, and Prohibited.

**7.01. Board Member Acting in Official Capacity.** The Association will indemnify a Board member, committee member, employee, or agent of the Association who was, is, or may be named defendant or respondent in any proceeding as a result of their actions or omissions within the scope of their official capacity in the Association. For the purposes of this article, an agent includes one who is or was serving at the Association's request as a trustee, officer, partner, proprietor, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise.

**7.02. Board Member Acting in Good Faith.** The Association will indemnify a person only if they acted in good faith and reasonably believed that their conduct was in the Association's best interests. In case of a criminal proceeding, the person may be indemnified only if they had no reasonable cause to believe that the conduct was unlawful. The Association will 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 from the Association. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo-contendere or its equivalent does not necessarily preclude indemnification by the Association.

**7.03. Reimbursement of Expenses.** The Association will pay or reimburse expenses incurred by an officer or committee member 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.

**7.04. Advancement of Expenses.** The Association may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might be entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions specified in Section 7.06 below, have been satisfied. Furthermore, the Association will never advance expenses to a person before final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Association or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

**7.05. Extent and Nature of Indemnity.** The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. 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.

**7.06. Procedures Relating to Indemnification Payments.**

a) Before the Association may pay any indemnification expenses (including attorney's fees), the Association must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Subsection 7.06.b. below. The Association may make these determinations and decisions by any one (1) of the following procedures:

1. Majority vote of a quorum consisting of Board of Directors, Members who, at a time of the vote, are not named defendants or respondents in the proceeding.
2. If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all the Directors,

consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.

3. Determination by special legal counsel selected by the Board by the same vote as provided in Subsections 7.06(a)1 or 7.06(a)2, above, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all the Board.
  - b) The Association will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If special legal counsel determines that indemnification is permissible, authorization of indemnification and determination of reasonableness of expenses will be made as specified by Subsection 7.06(a)3, above, governing selection of special legal counsel. A provision contained in the Articles of Incorporation, or a resolution of Members of the Board that requires the indemnification permitted by Section 7.01 above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.
  - c) The Association will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under Subsection 7.01. above.
  - d) In addition to this determination, the Association may advance expenses only after it receives a written affirmation and undertaking from the person to receive the advance. The person's written affirmation will state that they have met the standard of conduct necessary for indemnification under these Bylaws. The written undertaking will provide for repayment of the amounts advanced by the Association if it is ultimately determined that person has not met the requirements for indemnification. The undertaking will be an unlimited general obligation of the person, but it need not be secured and may be accepted without reference to financial ability to repay.
  - e) If the Association has any insurance coverage which will pay any expense of litigation against a Board Member, the Association's consent or other consent contained herein shall not be required to the extent of payments by any and all insurance carriers.

## **ARTICLE 8**

### **NOMINATION AND ELECTION OF DIRECTORS**

**8.01. Nomination of Directors.** Candidates for the Board of Directors of the Association must be Members of the Association, and may be nominated (i) by eligible Members, provided such petition shall be received by the Secretary or property management company at least ten (10) days before the annual meeting, or (ii) at the annual meeting by motion and second by eligible



Members.

- 8.02. Election.** Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each directorship to be filled, as many votes as they are entitled to exercise under the provisions of the Deed Restrictions. The nominees receiving the highest number of votes shall be elected. No Member may cumulate votes.
- 8.03. Rules and Procedures.** The Board of Directors may adopt rules and procedures for the conduct of annual elections of Directors, provided that such rules and procedures are not inconsistent with these Bylaws. Such rules and procedures so adopted by the Board of Directors may provide for voting by mail.

## **ARTICLE 9**

### **MEETINGS OF DIRECTORS**

- 9.01. Regular Meetings.** Regular meetings of the Board of Directors shall be held no less often than quarterly at such place and at such time as may be fixed from time to time by resolution of the Board. The first regular meeting of each new Board shall be held within twenty (20) days after the annual meeting of Members. Notice of the time and place of all such regular meetings shall be mailed or delivered to each member of the Board of Directors not less than five (5) nor more than fifteen (15) days before the date of the meeting, unless the first meeting is held immediately following the Annual Meeting, which then shall require no such prior notice.
- 9.02. Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President and Secretary of the Board of Directors or by any two Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Director not less than five (5) days (except in the case of emergencies), or more than fifteen (15) days prior to the date fixed for such meeting by written notice delivered by email or sent by mail to each Director at their address as shown in the records of the Association,
- 9.03. Meeting Notice to Members of the Association.** Members shall be given notice of the date, hour, place and agenda for any regular or special Board meetings, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or by posting the notice on an Internet website maintained by the Association, and (ii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.
- 9.04. Meetings Without Notice.** The Board, by any method of communication, including electronic and telephonic meetings, may meet without prior notice to Members, 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 attention. The action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. Notwithstanding the authority to meet without notice to the Members, the Board may not, without prior notice to the Members, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue.

- 9.05. Quorum.** A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws.
- 9.06. Voting Requirement.** The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Certificate of Formation or these Bylaws requires the vote of a greater number.
- 9.07. Open Board Meetings; Executive Session.** Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The summary shall include a general explanation of any expenditures approved in executive session.

## **ARTICLE 10** **COMMITTEES**

- 10.01. Appointed by Board of Directors.** The Board of Directors may appoint such committees as are required by the Deed Restrictions. The Board may from time to time establish and appoint to such other committees as it shall deem necessary and advisable to assist the Board in the general operation and management of the Association. The Chairman and all Members of each such committee must be a Member of the Association.
- 10.02. Authority of Committees.** The Board of Directors may grant to any committee thus established by the Board such authority and power consistent with these Bylaws as the Board shall deem required to carry out the intended purposes and functions of such

committee.

- 10.03. Discharge of Committees and Committeemen.** The Board of Directors may discharge any committee established by the Board and may remove and replace any committeeman appointed to any committee.

## **ARTICLE 11** **OFFICERS**

- 11.01. Enumeration of Officers.** The Officers of the Association (who shall at all times be members of the Board of Directors) shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.
- 11.02. Term.** The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for a term of one year, unless such officer shall sooner resign, be removed, or be otherwise disqualified to serve.
- 11.03. Resignation and Removal.** Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.
- 11.04. Multiple Offices.** Any two or more offices may be held by the same person, except the offices of President and Secretary.
- 11.05. Compensation.** Officers shall not receive compensation for services rendered to the Association, but they may be reimbursed for reasonable expenses actually incurred in connection with their duties as officers.

## **ARTICLE 12** **PRESIDENT**

- 12.01. Election.** At the first meeting of the Board following the annual meeting of the Members, the Board shall elect one of its members to act as President.
- 12.02. Duties.** The President shall:
- (a) Preside over all meetings of the Members and of the Board;
  - (b) Sign as President all deeds, contracts, and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser officer;
  - (c) Call meetings of the Board whenever he/she deems it necessary in accordance with rules

and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than five (5) days; and

- (d) Have, subject to the advice of the Board, general supervision, direction and control of the affairs of the Association and discharge such other duties as may be required of him/her by the Board.

### **ARTICLE 13** **VICE PRESIDENT**

**13.01. Election.** At the first meeting of the Board following the annual meeting of the Members, the Board shall elect one of its members to act as Vice President.

**13.02. Duties.** The Vice President shall:

- (a) Act in the place and in the stead of the President in the event of his/her absence, inability, or refusal to act; and
- (b) Exercise and discharge such other duties as may be required of him/her by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

### **ARTICLE 14** **SECRETARY**

**14.01. Election.** At the first meeting of the Board following the annual meeting of the Members, the Board shall elect a Secretary.

**14.02. Duties.** The Secretary shall, or delegate to the property management company:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members;
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring said seal;
- (c) Serve such notices of meetings of the Board and the Members required either by law or by these Bylaws;
- (d) Review Board and Member Meeting Minutes for accuracy and completeness;
- (e) Ensure the property management company keeps appropriate current records showing the members of this Association together with their addresses; and
- (f) Sign as Secretary all deeds, contracts, and other instruments in writing which have been first approved by the Board if said instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

**ARTICLE 15**  
**TREASURER**

**15.01. Election.** At the first meeting of the Board following the annual meeting of the members, the Board shall elect a Treasurer.

**15.02. Duties.** The Treasurer shall be responsible for reviewing and approving the following activities which shall be performed by the Association's management company:

- (a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;
- (b) Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;
- (c) Disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures; and
- (d) Prepare and distribute the customary financial statements for the Association in accordance with generally accepted accounting principles.

**ARTICLE 16**  
**BOOKS AND RECORDS**

**16.01. Maintenance.** Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the Association. A record containing the names and addresses of all Members shall be kept at the registered office or principal place of business of the Association.

**16.02. Inspection.** The Deed Restrictions of the Subdivision, the Articles of Incorporation and the Bylaws of the Association, the membership register, the books of account, and the minutes of proceedings, shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

**ARTICLE 17**  
**AMENDMENTS**

**17.01. Amendments.** The Board of Directors of this Association is expressly authorized to alter, amend, or repeal the Bylaws or to adopt new Bylaws of the Association, without any action or vote on the part of the Members of the Association.

**ARTICLE 18**  
**CONFLICTS**

**18.01. Restrictions Govern.** In the event of a conflict between the provisions of these Bylaws and the Deed Restrictions, the terms and provisions of the Deed Restrictions shall prevail.

**CERTIFICATION**

I, the undersigned, am the duly elected and acting President of **THE CLIFFS AT SOUTH SHORE PROPERTY OWNERS ASSOCIATION**, a non-profit corporation, and I do hereby certify:

That the within and foregoing Amended and Restated Bylaws for The Cliffs at South Shore Property Owners Association, was properly adopted as of the 17<sup>th</sup> day of November, 2020, that the same, in addition to any amendments thereto, do now constitute the Bylaws of said corporation.

IN WITNESS WHEREOF, I have executed this Amended and Restated Bylaws to be effective as of the 17<sup>th</sup> day of November, 2020.

Kendra Carter  
(Signature)

Kendra Carter  
(Print Name)

President, **THE CLIFFS AT SOUTH SHORE  
PROPERTY OWNERS ASSOCIATION**

**E-FILED FOR RECORD**

12/07/2020 08:32AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**12/07/2020**



County Clerk  
Montgomery County, Texas