

*Mary Louise Garcia* Mary Louise Garcia

**AMENDED AND RESTATED BYLAWS OF  
THE BAY CLUB HOMEOWNERS ASSOCIATION**

**RECITAL**

**These Amended and Restated Bylaws (referred to herein as the "Bylaws") hereby replace all previous bylaws, amended bylaws, and amendments made before the effective date hereof respecting the Association (as defined below).**

**ARTICLE 1  
DEFINITIONS**

1.1 "**Declaration**" means the Amended Declaration of Restrictions, Covenants and Conditions of the Bay Club Homeowners Association, approved by the Association's Members and the Owners of sixty-seven (67%) of the Lots in the Subdivision at the Special Meeting of Members of the Association, held September 16, 2017.

1.2 "**Association**" means the Bay Club Homeowners Association, a Texas non-profit corporation.

1.3 "**The Bay Club**", and "**Subdivision**" and "**Property**" all have the same meaning, being all of the real property described in the following described "Plats" (defined hereinbelow), including but not limited to (a) each of the "Lots" (defined hereinbelow) in Blocks 1, 2, 3, and 4 of the Bay Club, First Installment, Arlington, Tarrant county, Texas, (b) each of the "Lots" in Block 5 of the Bay Club, Second Installment, Arlington, Tarrant County, Texas, and (c) each of the "Lots" in Blocks 1 and 5 of the Bay Club, Third Installment, Arlington, Tarrant County, Texas.

1.4 "**Plat**" and "**Plats**" mean: (a) that certain Plat of the Bay Club First Installment, filed in volume 388-178, page 67, Plat Records of Tarrant County, Texas, (b) that certain Amended Plat of the Bay Club Second Installment, filed in Cabinet A, Slide 693, Plat Records of Tarrant County, Texas, and (c) that certain Amended Plat of The Bay Club Third Installment, filed in Cabinet A, Slide 801, Plat Records of Tarrant County, Texas.

1.5 "**Lot**" and "**Lots**" mean any of the land within the Property shown as a subdivided lot on any of the Plats, regardless of being subsequently re-platted after date of such Plat, together with all "Improvements" (as defined hereinbelow) located on such Lot.

1.6 "**Improvement**" and "**Improvements**" mean every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, garages, walk-ways, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, pumps, 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.

1.7 "**Living Unit**" means and refers to a single-family residence and the garage serving it.

- 1.8 "**Person**" or "**Persons**" mean any individual(s), entity, or entities.
- 1.9 "**Owner**" or "**Owners**" mean the Person(s), holding a fee-simple interest in any portion of the Property, but does not include any Mortgagee of any Mortgage.
- 1.10 "**Member**" or "**Members**" means any Person(s) holding membership rights in the Association.
- 1.11 "**Board**" means the Board of Directors of the Association.
- 1.12 "**Policies and Guidelines**" mean the rules and regulations adopted by the Board, as amended from time to time, governing the conduct of the Owners and their respective family members, guests and invitees at the Property.
- 1.13 "**Common Areas**" and "**Common Area and Facilities**" mean the streets, entrance/exit gates, lighting, guardhouse, exterior walls, boat docks, clubhouse, tennis courts and all other Improvements designed for the common use and benefit of the Owners and their guests.
- 1.14 "**Assessment**" or "**Assessments**" mean annual and special assessment(s) levied by the Association under the terms and provisions of the Declaration.
- 1.15 "**ACC**" means the Architectural Control Committee as referenced in the Declaration, these Bylaws and the other "Dedicatory Instruments" (as that term is defined below).
- 1.16 "**Manager**" means any professional manager or management company with whom the Association contracts for the day-to-day management of the Subdivision or the administration of the Association.
- 1.17 "**Dedicatory Instrument**" and "**Dedicatory Instruments**" mean each document governing the establishment and operation of the Association, and each document governing the maintenance and use of any portion of the Property; including but not limited to the Declaration the Association's Certificate of Formation, Amendments to the Association's Certificate of Formation, Bylaws, and Policies & Guidelines, as any of the same may be amended from time to time.
- 1.18 **Other Terms**. Other defined terms used in these Bylaws have the meaning given them in the Declaration, which is incorporated by reference and made a part of these Bylaws.

## ARTICLE 2 APPLICABILITY OF BYLAWS

- 2.1 **Applicability**. The provisions of these Bylaws are applicable to the Subdivision as defined above.
- 2.2 **Personal Application**. All present or future Owners of any Lot, all occupants, guests and invitees of the Owner's Living Unit, their employees, and other Persons that use the Common Areas and Facilities in any manner with such Owner's knowledge or consent, are subject to these Bylaws and the other Dedicatory Instruments. The acquisition of any of the Lots in the

Subdivision, or the occupancy of the Living Units thereon, will signify that these Bylaws are accepted and ratified and will be complied with by each Owner, Member, and purchaser of such Lot, and by all occupants of such Living Unit located on such Lot.

### ARTICLE 3 OFFICES

3.1 **Principal Office.** The principal office of the Association will be located as designated by the Board, and will normally be the address of the current Registered Agent, subject to change as may be subsequently designated by the Board. The location of the principal office may be changed from time to time by the Board.

3.2 **Registered Office and Registered Agent.** The Association will have and will continuously maintain in the State of Texas a registered office and a registered agent whose office will be the same as the registered office, as required by the Texas Business Organizations Code for non-profit corporations. The registered office may be, but need not be, the same as the principal office of the corporation. The address of the registered office may be changed from time to time by the Board.

### ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP

4.1 **Membership.** Every Owner of a Lot will automatically be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Lot. The interest of a Member in the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to a Lot. Each Member will be entitled to cast one (1) vote for each Lot owned with respect to any matter on which Members of the Association are entitled to vote. In cases where more than one Person owns a fee interest in a Lot or such Owner is a legally existing entity, all such Persons will arrange among themselves for one of them to exercise the voting rights attributable to their Lot. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination; however, will not release or relieve the Member from any liability or obligation under any of the Dedicatory Instruments that was incurred during the Member's period of ownership of a Lot.

4.2 **Proof of Member.** The rights of membership will not be exercised by any Person until satisfactory proof has been furnished to the Secretary of the Association that the Person is qualified as a Member. This proof may consist of a copy of a duly executed and acknowledged deed or title-insurance policy evidencing ownership of a Lot. A deed or title insurance policy will be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

4.3 **No Additional Qualifications.** The sole qualification for membership will be the ownership of a Lot. No initiation fees will be assessed against any Person as a condition of membership except the Assessments, levies, and charges specifically authorized under a Dedicatory Instrument of the Association.

4.4 **Certificates of Membership.** The Board may provide for the issuance of certificates evidencing membership in the Association in such form as may be determined by the Board. All

certificates, if any are required by the Board, evidencing membership will be consecutively numbered. The name and address of each Member and the date of issuance of the certificate will be entered on the records of the Association and maintained by the Secretary of the Association at the registered office of the Association.

4.5 **Member's Duty To Provide Contact Information.** Each Member must promptly notify the President or Secretary of the Association of such Member's current mailing address, and any e-mail address of such Member, for purposes of receiving notices from the Association. Each Member shall promptly notify the Association's President or Secretary of any change of the Member's mailing address and e-mail address.

## ARTICLE 5 VOTING RIGHTS

5.1 **Allocation.** Voting rights will be allocated among the Members as provided in Article 4 above. Although, a Member may give a proxy for his/her/its voting rights, no Member may assign or transfer such voting rights.

5.2 **Manner of Voting.** At all meetings of Members, each Member, subject to Article 4 above, may vote in person, by a legitimate proxy in form approved by the Board, by absentee ballot, or by electronic ballot. All proxies must be in writing and filed with the Secretary of the Association before any Member may vote by proxy. Every proxy will be revocable and will automatically cease on conveyance by the Member of the Member's Lot or on receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of the Member. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy. In the event of a Member's death, the duly authorized personal representative, executor or administrator of such deceased Member may exercise such voting rights, or in the event of a Member being judicially declared incompetent then such Member's voting rights may be exercised by his/her court appointed guardian or attorney-in-fact holding an unrevoked durable power of attorney granting such authority.

5.3 **Class A and Class B Members.** There shall be two (2) classes of Members with different voting rights as described below:

**Class A.** Class A Members shall be each of the Members owning a Lot or Lots in The Bay Club, and shall be entitled to one (1) vote on each and every matter submitted for voting at any annual or special meeting of Members.

**Class B.** Class B Members shall be those Persons holding fee simple title and ownership of any of the lots in the Villa Vista Addition (also known as "Villa Vista Ridge Addition"), an Addition to the City of Arlington, Tarrant County, Texas, as shown in plat recorded in volume 388-128, page 40, Plat Records of Tarrant County, Texas. Class B Members shall be entitled to one (1) vote for each lot owned in Villa Vista Ridge Addition; however, no Class B Member shall have any right to vote on matters pertaining to Assessments, or any matter pertaining to any expenditure of funds of the Association.

5.4 **Quorum.** Except as otherwise specifically provided in the Declaration or the Certificate of Formation, the presence, either in person, by proxy, by absentee ballot, or by electronic ballot,

at any meeting of Members entitled to cast at least ten percent (10%) of the total voting power of the Association will constitute a quorum for any action; however, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting so as to resume the same at a time no less than two (2) hours, nor more than thirty (30) days from the date and time of adjournment.

5.5 **Required Vote.** The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, by absentee ballot, or by electronic ballot, at a meeting at which a quorum is present will be the act of the Members, unless the vote of a greater number is required by statute, the Declaration, or the Certificate of Formation; however, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

5.6 **Absentee Ballots.** A solicitation for votes by absentee ballot must include: (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (b) instructions for delivery of the completed absentee ballot, including the delivery location, and (c) the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you want to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

5.7 **Electronic Ballots.** An electronic ballot means a ballot: (a) given by electronic mail, fax, or posting on an Internet website, (b) for which the identity of the Member submitting the ballot can be confirmed, and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on the Association's Internet website, a notice of the posting will be sent to each Member who has registered their e-mail address with the Association of the instructions on obtaining access to the posting on the Association's website.

## ARTICLE 6 MEETINGS OF MEMBERS

6.1 **Annual Meeting.** Subject to the Board's changing the date, the annual meeting of the Members of the Association will normally be held on the third Saturday of February of each calendar year at the hour determined by the Board. If the Saturday for the regular annual meeting of the Members is a legal holiday, then the meeting will be held on the first Saturday following that date which is not a legal holiday. The Board, at its discretion, may change the date of the annual meeting of Members to a date within sixty (60) days after the third Saturday in February of the calendar year.

6.2 **Special Meeting.** Special meetings of the Members may be called by the President of the Association, by the Board, or by Members representing at least ten percent (10%) of the total voting power of the Association.

6.3 **Place.** Meetings of the Members will be held within the Subdivision or at a meeting place as close to the Subdivision as possible, as permitted by law and specified in written notice by the Board to Members.

6.4 **Notice of Meetings.** Written notice of all Members' meetings will be given to each Member entitled to vote at such meeting by or at the direction of the Secretary of the Association or such other Person as may be authorized to call the meeting, at least ten (10) but no more than sixty (60) days before the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association. The notice must specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. Such notice shall be given to Members as provided in Section 13.2 of these Bylaws.

6.5 **Order of Business.** The order of business at all annual meetings of the Members will be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Election of directors.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New business.

6.6 **Action Without Meeting.** Any action that must or may be taken at a meeting of the Members, other than the election of Directors, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the requisite number or voting power of the Members and filed with the Secretary of the Association. A Member can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Member and the date on which the Member transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Member may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

6.7 **Record Minutes.** The Board shall designate an Officer of the Association to make written minutes of each annual and special meeting of the Members. All such records and minutes of such Members' Meetings shall be maintained by the Secretary of the Association, and be subject to inspection by its Members on reasonable request.

## ARTICLE 7 BOARD OF DIRECTORS

7.1 **Governing Body: Composition.** The affairs of the Association will be governed by the Board. Each Director will have one (1) vote. Only a natural person may serve as a Director. No entity may serve as a Director.

7.2 **Number.** The number of Directors of the Association will be at least three (3) and not more than five (5). The number of Directors authorized will be fixed as the Board may announce at the annual meeting of Members, or if no designation has been made, the number of Directors will be three (3). No decrease in the number of Directors will have the effect of shortening the term of any incumbent Director.

7.3 **Term.** Existing Directors at the effective date of these Bylaws shall continue to hold office until their successors are elected as provided in these Bylaws. Directors elected shall hold office for one (1) year terms. Any Director may serve an unlimited number of consecutive terms.

7.4 **Removal.** Directors may be removed, with or without cause, by the Members 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.

7.5 **Vacancies.** If the office of any Director becomes vacant by reason of death, disability, resignation, or retirement, the remaining Directors will choose a successor to fill the unexpired term of the directorship being vacated at a special meeting of Directors called for that purpose. If the office of any Director becomes vacant by reason of disqualification, removal from office, or otherwise, the Members, at a special meeting of the Members duly called for that purpose, will choose a successor to fill the unexpired term of the directorship being vacated. At the expiration of the term of his or her position on the Board, any successor Director chosen by the remaining Directors or by the Members will be reelected or his or her successor will be elected in accordance with these Bylaws. Any directorship to be filled by reason of an increase in the number of Directors will be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

7.6 **Compensation.** With the prior approval of a majority of the voting power of the Members, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

7.7 **Powers and Duties.** The Board will have the powers and duties, and will be subject to the limitations on these powers and duties, as enumerated in the Texas Business Organizations Code, Declaration, these Bylaws, and the other Dedicatory Instruments of the Association.

7.8 **Contracts.** The Board may authorize any Officer or agent of the Association to enter into any contract, or to execute and deliver any writing or instrument in the name of and on behalf of the Association. However, the Board shall not authorize the sale or purchase of any real property of the Association unless sixty-seven percent (67%) or more of the Members attending a special meeting of the Members called for such purpose in which a quorum of the Members are present, approves the same.

7.9 **Checks, Drafts, Deposits, 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 be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association. All funds of the Association shall be deposited in such banks or other depositories as the Board may select.

7.10 **Nomination and Election of Directors.**

(a) **Nomination.** Nomination for election of new Directors to the Board may be made from the floor at the annual meeting of the Members, or the Board may appoint an elections committee before the annual meeting of the Members for the purpose of soliciting Members to serve as a Director of the Board and presenting to the Members before the annual meeting a list of all the candidates for directorship. Only Members may be nominated and elected or appointed as a Director to the Board.

(b) **Election.** Directors are elected at the annual meeting of Members. Members or their proxies may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of these Bylaws. The nominees receiving the highest number of votes will be elected. Cumulative voting is prohibited.

7.11 **Standard of Care.** Except as otherwise provided in the Dedicatory Instruments, or as provided by law, the Board will act in all instances on behalf of the Association if in the good-faith judgment of the Board the action is reasonable. Each Director of the Board is liable as a fiduciary of the Association for the Director's acts or omissions.

7.12 **Manager.** If the Board determines that it is in the Association's best interest to hire a Manager for the Subdivision to facilitate management of the Subdivision or the administration of the Association, the Board may delegate to a Manager responsibility for matters of a routine nature, for such time periods as the Board may approve.

**ARTICLE 8  
OFFICERS**

8.1 **Enumeration of Officers.** The Officers of the Association will be a President, a Secretary, and a Treasurer and may include one or more Vice Presidents, Assistant Secretaries,



or Assistant Treasurers. The Board may, by resolution, create any other offices it deems necessary or desirable.

8.2 **Term.** The Officers of the Association will be elected annually by the Board and each will hold office for one (1) year, unless the Officer resigns, is removed, or is otherwise disqualified to serve, and until his/her successor is elected and qualified.

8.3 **Resignation; Removal.** Any Officer may resign at any time by giving written notice to the Board. A resignation will take effect on the date notice is received or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the Association's best interests would be served by the removal.

8.4 **Multiple Offices.** Any two or more offices may be held by the same Person, except that the same Person may not hold the offices of President and Secretary.

8.5 **Duties, Obligations, and Authority of the Officers.**

(a) **President.** The President of the Association will perform the following duties:

- (1) Preside over all meetings of the Members and of the Board.
- (2) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has additionally authorized the signature of another Officer.
- (3) Call meetings of the Board whenever he deems it necessary in accordance with these Bylaws.
- (4) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge any other duties as may be required of him/her by the Board.
- (5) Prepare, execute, certify, and have recorded all amendments to any of the Dedicatory Instruments.

(b) **Vice President.** The Vice President of the Association will perform the following duties:

- (1) Act in the place of the President in the event of the President's absence, inability, or refusal to act.
- (2) Exercise and discharge any other duties as may be required of the Vice President by the Board, and in connection with any additional duties, the Vice President will be responsible to the President.

(c) **Secretary.** The Secretary of the Association will perform the following duties:

- (1) Keep a record of all meetings and proceedings of the Board and of the Members.

(2) Keep the seal of the Association and affix it on all papers requiring the seal.

(3) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.

(4) Keep appropriate current records showing the Members together with their addresses.

(5) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second signature of the Association, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

(6) Certify, any and all recorded amendments to any of the Dedicatory Instruments when required by statute to be recorded by the Association, or when instructed by the Board.

(d) **Treasurer.** The Treasurer of the Association will perform the following duties:

(1) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.

(2) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.

(3) Disburse and withdraw funds as the Board may from time to time direct and in accordance with prescribed procedures.

(4) Prepare and distribute the financial statements for the Association as maybe required by the Board.

8.6 **Qualification.** Only Members will be qualified to serve as Officers of the Association, except for the office of Secretary, which need not be held by a Member.

8.7 **Standard of Care.** Except as otherwise provided in the Dedicatory Instruments or by law, each Officer is liable as a fiduciary of the Association for the Officer's acts or omissions.

## ARTICLE 9 NO PERSONAL LIABILITY; INDEMNIFICATION

9.1 **No Personal Liability.** To the fullest extent permitted by applicable law, a Director or Officer will not be liable to the Association or its Members for monetary damages for any act or omission in the Director's or Officer's capacity as such, except that this Section does not eliminate or limit the liability of a Director or Officer to the extent the Director or Officer is found liable for any of the following:

- (a) A breach of the Director's or Officer's duty of loyalty to the Association.
- (b) An act or omission not in good faith that constitutes a breach of duty of the Director or Officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law.
- (c) A transaction from which the Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's or Officer's office.
- (d) An act or omission for which the liability of a Director or Officer is expressly provided by an applicable statute.

Any repeal or amendment of this Section will be prospective only and will not adversely affect any limitation on the personal liability of a Director or Officer arising from an act or omission occurring before the time of the repeal or amendment. In addition to the circumstances in which a Director or Officer is not personally liable as set forth in the foregoing provisions of this Section, a Director or Officer will not be liable to the Association or its Members to the extent as permitted by any law enacted after these Bylaws, including, but not limited to, any subsequent amendment to the Texas Business Organizations Code.

9.2 **Indemnification.** The Association will indemnify any Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as defined in Section 9.5) because the Person: (a) is or was a Director or Officer of the Association or (b) while a Director or Officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director or Officer under the Texas Business Organizations Code, as it exists or may later be amended. This right will be a contract right that will run to the benefit of any Director or Officer who is elected and accepts the position of Director or Officer of the Association or elects to continue to serve as a Director or Officer of the Association while this Section is in effect. Any repeal or amendment of this Section will be prospective only and will not limit the rights of any Director or Officer or the obligations of the Association with respect to any claim arising from or related to the services of a Director or Officer in any of the foregoing capacities before any repeal or amendment of this Section. This right will include the right to be paid or reimbursed by the Association for expenses incurred in defending any proceeding in advance of its final disposition to the maximum extent permitted under the Texas Business Organizations Code, as it exists or may later be amended. If a claim for indemnification or an advancement of costs of defense under these Bylaws is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant will also be entitled to be paid the expenses of prosecuting the claim. It will be a defense to any action that the indemnification or advancement of costs of defense is not permitted under the Texas Business Organizations Code, but the burden of proving this defense will be on the Association. Neither the failure of the Association (including the Board or any committee of the Board, special legal counsel, or Members) to have made its determination before the commencement of an action nor an actual determination by the Association (including the Board or any committee of the Board, special legal counsel, or

Members) that the indemnification or advancement is not permissible will be a defense to the action or create a presumption that the indemnification or advancement is not permissible. If any Person having a right of indemnification under the foregoing provisions dies, the right will inure to the benefit of his or her heirs, executors, administrators, and personal representatives.

9.3 **Rights Not Exclusive.** The rights conferred in Section 9.2 are not exclusive of any other right that any Person may have or later acquire under any statute, these Bylaws, the Certificate of Formation, any resolution of Owners or Directors, by agreement, or otherwise.

9.4 **Mandatory Indemnification.** THE ASSOCIATION MAY ADDITIONALLY INDEMNIFY ANY PERSON COVERED BY THE GRANT OF MANDATORY INDEMNIFICATION TO SUCH FURTHER EXTENT AS IS PERMITTED BY LAW AND MAY INDEMNIFY ANY OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY THEN APPLICABLE LAW, THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON UNDER THIS ARTICLE WILL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF THE PERSON.

9.5 **Definition of Proceeding.** As used in these Bylaws, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, arbitrative, or investigative); any related appeal; and any inquiry or investigation that could lead to such an action, suit, or proceeding.

9.6 **Other.** Contracts or other commitments made by the Board, the Officers, or the Manager will be made by these Persons as agents for the Association. The Directors, the Officers, and the Manager will have no personal liability on any contract or commitment of the Association.

## ARTICLE 10 MEETINGS OF DIRECTORS

10.1 **Regular Meetings.** Regular meetings of the Board will be held quarterly at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board, at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings will be posted at a prominent place within the Common Area and Facilities, or notice shall be given to Members as otherwise permitted by law or these Bylaws.

10.2 **Special Meetings.** Special meetings of the Board will be held when called by written notice signed by the President of the Association or by any two (2) Directors at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board. The notice will specify the time and place of the meeting and the nature of any special business to be considered. Written notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days before the date fixed for the meeting. The written notice must be delivered personally, sent by mail, or as otherwise permitted by law or these Bylaws to each Director at the Director's address as shown in the records of the Association. A copy of the notice will be posted in a prominent place or places in the Common Area and Facilities of the Subdivision at least three (3) days before the date of the Board's meeting.

10.3 **Quorum**. A quorum for the transaction of business by the Board will be a majority of the number of Directors constituting the Board as fixed by these Bylaws.

10.4 **Voting Requirement**. The act of a majority of Directors present at a meeting at which a quorum is present will be the act of the Board.

10.5 **Action Without Meeting**. Any action involving a reasonably unforeseen emergency or urgent necessity that requires immediate action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the requisite number or voting power of the Directors and filed with the Secretary of the Association. A Director can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Director and the date on which the Director transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Director may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

10.6 **Open Meetings**. Regular and special meetings of the Board will be open to all Members of the Association; however, Members who are not Directors of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

10.7 **Executive Session**. The Board may, with the approval of a majority of a quorum of Directors, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorneys, matters involving the invasion of privacy of individual Members, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any business to be considered in executive session will first be announced in open session. Any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, 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 any expenditures approved in the executive session.

10.8 **Meeting Minutes**. The Board will keep a record of each regular or special meeting of the Board in the form of written minutes of the meeting. The Board will make meeting records, including approved minutes, available to the Members for inspection and copying on written request to the Manager at the address appearing on the most recently filed management certificate, or if there is not a Manager, to the Board.

10.9 **Notice to Members**. Except for actions taken by the Board without a meeting under Section 10.5, Members will be given notice of the date, time, place, and general subject of all regular or special meetings of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice must be: (1) mailed to each Member no earlier than sixty (60) days and no later than ten (10) days before the meeting; or (2) provided at least ten (10) days before the start of the meeting by (a) posting the notice in a conspicuous

manner reasonably designed to provide notice to the Members (i) in a prominent place or places in the Common Area and Facilities of the Subdivision, or with the consent of the applicable Owner, on other conspicuously located privately owned property within the Subdivision, or (ii) on any Internet website maintained by the Association; and (b) sending the notice by electronic mail (e-mail) to each Member who has registered an e-mail address with the Association. If the Board recesses a regular or special meeting of the Board to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the notice requirements of this Section. If a regular or special meeting of the Board is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board will give notice of the continuation in at least one manner prescribed by this Section within two (2) hours after adjourning the meeting being continued. Any action taken without notice to the Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the applicable regular or special meeting, and documented in the minutes of the next regular or special meeting of the Board. Despite anything in these Bylaws to the contrary, the Board may not, without prior notice to the Members under this Section, 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 Committee approval, or (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Board to present the Owner's position, including any defense on the issue.

## ARTICLE 11 BOOKS AND RECORDS

11.1 **Maintenance.** Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and Committees will be kept at the Association's registered office or principal office in the State of Texas. A record containing the names and addresses of all Members entitled to vote will be kept at the Association's registered office or principal office in the State of Texas.

11.2 **Inspection.** The Dedicatory Instruments and other non-privileged records of the Association will be available for inspection and copying by any Member or any Officer or Director for any proper purpose upon the terms and conditions and subject to the requirements of Texas Property Code Section 209.005 (or any successor statute).

## ARTICLE 12 COMMITTEES

12.1 **Committees.** The Board by resolution may create and designate one or more committees to perform such duties as may be specified in such resolution; PROVIDED, however, that no such committee shall have the authority of the Board in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of such committee or any Director or Officer of the Association; amending any Dedicatory Instrument; adopting a plan or merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of the property or assets of the Association; or amending, altering or

repealing any resolution of the Board. Further, no committee shall have the authority to expend Association funds without the authority of the Board. The designation and appointment of any such committee and the delegation of authority to such committee shall not operate to relieve the Board or any individual Director of any responsibility imposed upon such Director by law. The Board may establish the following Committees:

(a) **Architectural Control Committee ("ACC")** – The ACC shall consist of three Members appointed by the Board, with each serving a one (1) year term. The ACC shall have such rights, powers and duties as described in the Association's: (i) Declaration, (ii) Bylaws, (iii) Policies and Guidelines and (iv) other Dedicatory Instruments.

(b) **Finance Committee** – This committee shall be composed of one or more Persons designated by the Board, who need not be a Member, and who shall serve for a one (1) year term or longer as designated by the Board. When not performed by the Treasurer or the Board, this committee is responsible for preparing a proposed budget each year for submission to the Board for action. It shall review the expenses periodically during the year to determine if any significant deviations are occurring and to recommend actions for the Board to make appropriate adjustments. The committee shall also recommend the assessment level each year to cover anticipated expenses. This committee is also responsible for maintaining a record of the status of assessment payments for each Lot and recommending appropriate action to the management committee and the Board for collection of any delinquencies. Unless otherwise ordered by the Board, the chairman of this committee shall be the Treasurer.

(c) **Management Committee** – This committee shall be composed of three (3) Members designated by the Board, who shall each serve for a one (1) year term. In conjunction with the Officers, this committee is utilized for the ongoing management of the Association. It is responsible for recommending to the Board service contracts, management contracts, insurance contracts, and performing or supervising the performance of office and administrative functions. This committee is also responsible for maintaining an accurate list of the Owners of each Lot and the residents of each Living Unit if different from the Owners. This list is to be given to the Secretary who has primary responsibility to send official mailings or notices to the Members.

(d) **Communications and Social Committee** – This committee shall be composed of five (5) Members designated by the Board, who shall each serve for a one (1) year term. This committee is utilized to inform the Owners of activities and events occurring in the Subdivision. This committee also plans and schedules social events and other activities for the benefit of the Association. This committee performs any other duties as assigned by the Board.

(e) **Rules Committee** – This committee shall be composed of three (3) Members designated by the Board, who shall each serve for a one (1) year term. This committee is utilized for those rules and regulations affecting actions by Members, actions by other Persons in the Subdivision, and conduct on property owned by the Association. The Policies and Guidelines adopted by the Board shall be sent to all Owners and enforced by the Board. This committee shall be responsible for reporting to the Board any apparent violations of the Dedicatory Instruments by an Owner or occupants of any Living Unit in the Subdivision. This committee may be used to review and analyze proposed new rules

and regulations from time to time as conditions may warrant, but any changes to the Policies and Guidelines must be made by the Board.

(f) **Elections Committee** – This committee shall be composed of three (3) Members designated by the Board, who shall each serve for a one (1) year term. The committee is utilized for obtaining nominations for election of Directors, and for conducting the election at the annual meeting. The election committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than one (1) for each vacancy to be filled. Members who were not candidates for a Director position at time of the Member's Meeting to elect new Directors shall tabulate all votes of Members.

(g) **Audit Committee** – This committee shall be composed of three (3) Members appointed by the Board who shall each serve for a one (1) term, and who are not then serving as an Officer or Director of the Association. This committee is to audit the books and records of the Association to ensure accuracy of the same before newly elected Directors and Officers assume their positions.

12.2 **Term of Office.** Each committee member shall continue holding such respective office until his/her successor is appointed by the Board, unless: (a) such committee is terminated by the Board, (b) such committee member resigns or is otherwise unable to serve, or (c) such committee member is removed from office, with or without cause, by resolution of the Board.

12.3 **Vacancies.** In the event a committee member's office becomes vacant for any reason, then the Board may appoint another Person to fill such vacancy for the remaining term of office of such vacated position.

12.4 **Committee Quorum.** Where more than one (1) Person comprises a committee, the majority of such committee members shall constitute a quorum, and the majority vote of the committee members present for such quorum shall constitute the act of such committee.

## ARTICLE 13 GENERAL PROVISIONS

13.1 **Amendment of Bylaws.** These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members where a quorum is present, by the affirmative vote in person or by proxy of at least sixty-seven percent (67%) of the Members attending such meeting; however, these Bylaws will not be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. Further, the Members may not meet to adopt an amendment or other change to these Bylaws unless the Association or Board has given or sent to each Owner a document showing the specific amendment or other change that would be made to the Bylaws at least than ten (10) days before the date of the meeting. The information is considered to have been given to an Owner on the date the information is personally delivered to the Owner, or as shown by a receipt signed by the Owner, or on the date shown by the postmark on the information after it is deposited in the U.S. mail with a proper address and postage paid or sent to such Owner by electronic transmission in accordance with Section 13.2 (b) below. If any proposed amendment to these Bylaws would affect less than all of the Lots, the amendment will



not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

**13.2 Notices To Members and Other Persons.**

(a) Any notice, demand, or other communication required to be given or to be served on any Member or Person must be in writing and delivered to whom the notice is directed by (i) Electronic Transfer (as hereinafter defined), provided that delivery thereof is acknowledged by the receiving party, (ii) hand delivered, in which case the request shall be deemed received the date of such personal delivery or refusal of receipt, (iii) sent by nationally recognized overnight delivery service, next day delivery, prepaid, in which case the request shall be deemed to have been received one business day following delivery or refusal of receipt, or (iv) sent by U.S. Postal Service certified mail, return receipt requested, addressed to the then current Secretary of the Board at the Secretary's home address. "Electronic Transfer" (i.e., pdf, tif, etc.) is that term that is commonly used with reference to electronic scanning and transmission via the Internet.

(b) On the consent of any Member, notice from the Association may be given to the Member by electronic transmission. Any Member may specify the form of electronic transmission to be used to communicate notice. The Member may revoke this consent by written notice to the Association. The consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices, and the Person responsible for delivering notice on behalf of the Association knows that delivery of these two (2) electronic transmissions were both unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action.

(c) Directors and Members may participate in, and hold a meeting by means of, a telephone conference or other similar remote or electronic-communication system by means of which all Persons participating in the meeting can hear each other. Participation in a meeting involving remote communication will constitute presence in person at the meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, if (1) the Association implements reasonable measures to verify that each Person considered present and permitted to vote at the meeting by means of remote communication is the appropriate Person entitled to participate and vote, (2) the Association implements reasonable measures to provide the Directors and Members at the meeting by means of remote communication a reasonable opportunity to participate in the meeting and to vote on matters submitted, including an opportunity to read or hear the proceedings of a meeting substantially concurrently with the proceedings, and (3) the Association maintains a record of any vote or other action taken at the meeting by means of remote communication.

**13.3 Rules.**

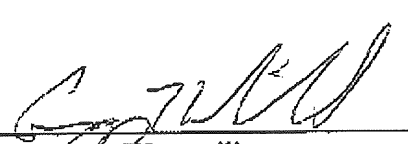
(a) The Policies and Guidelines will be effective until amended or supplemented by the Board, and are in addition to any rules and regulations or other restrictions on use set forth in the Declaration or other Dedicatory Instrument.

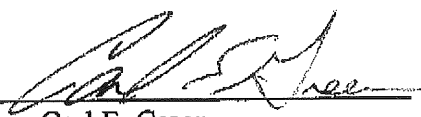
(b) The Board, has the power to establish, make, amend, and enforce compliance with any Policies and Guidelines as the Board may deem necessary for the operation, use, and occupancy of any of the Lots, Living Units, and Common Areas, with the right to amend them from time to time, provided they do not conflict with the Declaration and other Dedicatory Instruments. Copies of the Policies and Guidelines must be furnished to each Owner, must be recorded in the Tarrant County Deed Records, and posted on the Association's website, if any, before the date they become effective. If any proposed amendment to the Policies and Guidelines would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.


13.4 **Abatement and Enjoinment.** An Owner, or occupants of any Lot who violates any of the Policies and Guidelines, or breaches any provisions of these Bylaws, or breaches any provision of the Declaration or other Dedicatory Instrument will give the Board the right, in addition to any other rights or remedies allowed by law or in equity, or set forth in the Declaration or in these Bylaws, to impose fines, impose liens against an Owner's Lot for unpaid fines and other sums owing to the Association, suspend a Member's rights to Common Areas and Facilities, and enjoin, abate, or remedy by appropriate legal proceedings, the continuance of any breach. Each Owner, at such Owner's expense, shall have the right to seek any appropriate legal relief to enjoin, abate or remedy any violation of the Association Rules, the Declaration, or any other Dedicatory Instrument.

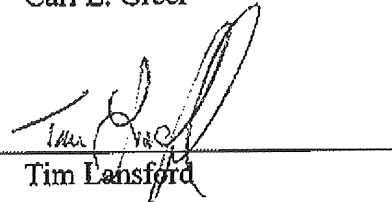
13.5 **Attestation.** Adopted by the Board, on September 16, 2017, approved at the Special Meeting of Members on September 16, 2017, and effective when recorded in the Real Property Records of Tarrant County, Texas.

ATTEST:   
Director: Steve Gervais

ATTEST:   
Director: Gregg Wasemiller

ATTEST:   
Director: Carl E. Greer

ATTEST:   
Director: Alex Alfred

ATTEST:   
Director: Tim Lansford

ATTEST: \_\_\_\_\_  
Director: \_\_\_\_\_

Secretary's Affidavit

STATE OF TEXAS §  
COUNTY OF TARRANT §

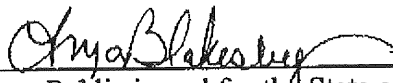
BEFORE ME, the undersigned notary public, Alex Allred, on this 21 day of September, 2017, personally appeared Alex Allred, known to me to be a credible person and of lawful age, who being by me first duly sworn, on his oath deposed and states:

"My name is Alex Allred, and I currently serve as secretary of The Bay Club Homeowners Association. This affidavit is attached to an accurate copy of a document entitled "Amended and Restated Bylaws of The Bay Club Homeowners Association," which was duly adopted by The Bay Club Homeowners Association board of directors on the 16<sup>th</sup> day of September, 2017. This document is in full force and effect."

  
\_\_\_\_\_  
ALEX ALLRED

STATE OF TEXAS §  
COUNTY OF TARRANT §

Sworn to and subscribed before me on the 21 day of September, 2017, by Alex Allred, secretary of The Bay Club Homeowners Association.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas

