

**MEMORIAL BEND CIVIC
ASSOCIATION, INC.**

BYLAWS

IN EFFECT

2000

Memorial Bend Civic Association
Bylaws

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The name of the Corporation is the Memorial Bend Civic Association, Inc., hereafter referred to as the Association. It is located in Houston, Texas, and meetings of its members may be held at such places within Harris County, Texas as may be designated by the Board of Directors.

ARTICLE 1, DEFINITIONS

- 1.1 **ASSESSMENT** shall mean and refer to the Annual Assessment as stated in the Declaration of Restrictive Covenants of the Memorial Bend Subdivision.
- 1.2 **BOARD OF DIRECTORS** or **BOARD** shall mean and refer to the duly elected Board of Directors of the Memorial Bend Civic Association.
- 1.3 **FISCAL YEAR** of this Association shall be from the first day of January through the last day of December next ending.
- 1.4 **OWNER** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.5 **MEMBER** shall mean and refer to every person or entity who holds membership in the Memorial Bend Civic Association.
- 1.6 **MEMBERSHIP.** Every person or entity who is a record owner of any of the Properties which are subject to Annual Assessment as stated in the Declaration of Restrictive Covenants of the Memorial Bend Subdivision shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land, which is subject to Annual Assessment, by the Association.
- 1.7 **SUBDIVISION** shall mean and refer to all real property located within the Memorial Bend Subdivision.

ARTICLE 2, ANNUAL ASSESSMENT

- 2.1 The Annual Assessment for each individual lot in the subdivision shall be determined by the Board of Directors as provided in the Declaration of Restrictive Covenants of the Memorial Bend Subdivision and shall be due and payable on the first day of each fiscal year with the following provisions.

- 2.2 Written notice of the next fiscal year's Annual Assessment shall be given as provided for in the Restrictive Covenants of the Memorial Bend Subdivision.
- 2.3 All revenues from the Annual Assessments, including any interest and fees, shall be deposited in an account or accounts designated by the Treasurer, and shall be used in accordance with the provisions of the Declaration of Restrictive Covenants of the Memorial Bend Subdivision for the payment of expenses incurred for any reasonable purpose which advances the needs and general improvement of the subdivision.

ARTICLE 3, MEETINGS

- 3.1 **GENERAL MEETINGS.** The annual general meeting of the Members of the Association shall be held on the last Wednesday of January at a time and place determined by the Board of Directors. The Board shall report to the membership all significant projects, and resolutions and other matters adopted or acted on during its term of office, the financial condition of the Association, any key future plans for the Association, conduct such business as may be required, and hold the annual election of officers.
- 3.2 **FURTHER GENERAL MEETINGS.** Further general meetings may be held at any other time deemed necessary by the Board to conduct Business.
- 3.3 **SPECIAL MEETINGS.** Special Meetings of the Association may be called at any time by the President or by the Board of Directors or by written request of at least 10% of the Members entitled to vote at the meeting. Business transacted shall be limited to the purpose stated in the notice of the meeting.
- 3.4 **SOCIAL AND INFORMATIONAL EVENTS.** Other social and, or, informational events for the membership may be held from time to time by the Board or by the membership.
- 3.5 **NOTICE OF MEETINGS.** Written notice of general and special meetings of the Association shall be given no less than ten (10) days and no more than thirty (30) days prior to the meeting, and shall be mailed or delivered to the member's address last appearing on the books of the Association or supplied by such member for the purpose of notice.
- 3.6 **FORM OF NOTICE.** Such notice shall specify place, day, time, and the agenda for said meeting (or if a special meeting, the purpose of the special meeting). Notice for the annual meeting shall contain a slate of candidates nominated for office and any other business to be considered.

- 3.7 QUORUM.** The presence at the general annual, or special meeting of at least fifteen percent (15%) of members qualified to vote, in person shall constitute a quorum for any action, except as otherwise provided for by the Articles of Incorporation, Declaration of Restrictive Covenants, or these Bylaws. However, if a quorum is not present, the members present shall have the authority to adjourn said meeting until a quorum is reached.
- 3.8 ORDER OF BUSINESS.** The following shall be the order of business at all General Meetings of the Association:
- a. Registration of members and proxies.
 - b. Call to order and roll call of officers.
 - c. Introduction of visitors.
 - d. Reading the minutes of the previous meeting.
 - e. Treasurer's report.
 - f. Reports of committees.
 - g. Unfinished business.
 - h. New business.
 - i. General discussions and suggestions.
- 3.9 PROXIES.** At each meeting of the members, each member qualified to vote may do so in person or by proxy. All proxies shall be in writing, signed by the member and said signature shall be dated. Each proxy shall be filed with the Secretary prior to the call to order of the meeting. Each proxy shall be revocable at any time by the member executing the proxy. Each proxy shall be valid for a period of not more than thirty (30) days from the date signed.
- 3.10 VOTING.** Only members current in payment of the annual Assessment and any interest, if applicable, shall be qualified to vote at any meeting. No member shall have more than one vote. If there are multiple owners of a property subject to assessment, only one shall hold membership for purposes of voting and holding office. The Board of Directors may set a date not more than seven days prior to the meeting to determine the qualifications of the members to vote.

ARTICLE 4, BOARD OF DIRECTORS

- 4.1 POWERS.** The Board of Directors shall have the power to exercise for the Association all the powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Articles of Incorporation, the Declaration of Restrictive Covenants, or these bylaws. These powers shall include, but not be limited to, authority to determine policy; to outline, plan, and execute all business, activities and policies; enter into and

execute agreements, instruments and contracts in the name of the Association through the President, (or the Executive Vice President in the absence of the President), and the Officer responsible for negotiating said contract; and to supervise and enforce compliance with the restrictive covenants. Further, the Board is authorized to employ an attorney, or attorneys, to represent the Association and to institute, in the name of the Association, any necessary legal suit or proceeding to carry into effect the purposes and policies of the Association, or to prevent violation of the restrictive covenants. It shall have the power and authority to agree upon the compensation to be paid such attorney, or attorneys, and to authorize payment of the same.

- 4.2 COMPOSITION.** The Board of Directors shall be composed of the thirteen duly elected officers of the Association. They shall be: the President, the Executive Vice President, the Vice President-Government Liaison, Vice President-Publications, Vice President-Security, Secretary, Treasurer, Parliamentarian, Sergeant-at-Arms, and four (4) District Representatives.
- 4.3 MEETINGS OF THE BOARD OF DIRECTORS.** A regular meeting of the Board of Directors shall be held each month at a time and place designated by the Board, and shall be open to the members of the Association.
- 4.4 SPECIAL MEETINGS.** Special meetings of the Board may be held at a time and place designated upon call by the President, or the Executive Vice President in the absence of the President, and shall be called by the Secretary on the written request of any four Directors. Notice of each special meeting shall be given to each Director at least two days before the date of the meeting, by or at the direction of the President or Secretary.
- 4.5 QUORUM FOR DIRECTORS.** A majority of the Directors shall constitute a quorum for conducting business at all meetings of the Board. An act of seven (7) Directors, or more, present at a meeting of the Board shall be an act by the Board, unless otherwise provided by the Bylaws, the Articles of Incorporation, or the Declaration of Restrictive Covenants.
- 4.6 EXCESS EXPENDITURES.** The Board of Directors shall not authorize annual expenditures of funds in excess of 5% more than the annual Assessment without prior approval of the membership at a special meeting called for that purpose. Written notice outlining the need for such expenditure shall be sent to the members not less than

ten (10) days prior to the meeting. A two-thirds (2/3) vote of the members qualified to vote in person or by proxy, a quorum being present, shall be required for approval.

- 4.7 SIGNATURE AUTHORITY.** The President and the Treasurer shall sign all checks. In the absence of either, the Executive Vice President shall sign for the absent Director.
- 4.8 COMPENSATION.** No Director shall receive compensation for any service rendered to the Association. However, a Director may be reimbursed for actual expenses incurred in the performance of his duties as Director.
- 4.9 REMOVAL FROM OFFICE.** Any Director may be removed from office for misfeasance, neglect, or malfeasance of office.
- 4.10 PROCEDURE FOR REMOVAL.** To remove a Director, written complaint over the signature of the complainant must be filed with the Board by delivery of such complaint to the Secretary or President. Upon receipt of such complaint, the Board shall cause a copy of the complaint to be served upon the accused. Service to the accused shall be by personal service or delivering the same to his address. Within ten (10) days after service to the accused, the Board shall meet to consider the complaint, hearing both the complainant and the accused. Upon majority vote of the Board of Directors, the accused being disqualified from voting, recommending removal of the accused, the Director of highest rank not under accusation shall then call a special meeting of the Members of the Association for consideration of such complaint, with proper notice for a date within fifteen (15) days after the Board meeting.
- 4.11 SPECIAL MEETING TO CONSIDER REMOVAL.** At said special meeting the Board shall submit its recommendation. A two-thirds (2/3) vote of the members present shall be required to order removal of the Director from office provided a quorum is present. Upon removal the office becomes immediately vacant and shall be filled by election of a successor at the same meeting, however, should the President be removed, the Executive Vice President shall automatically be elevated to the Presidency and an election shall be for Executive Vice President.

ARTICLE 5, OFFICERS

- 5.1 ELIGIBILITY.** Only resident members qualified to vote shall be eligible to be elected to the Board of Directors.

- 5.2 TERM OF OFFICE.** Directors shall be elected at the annual general meeting. The term of office is one year and shall begin on the first day of February immediately following the annual meeting and shall end on January 31, of the following year, or until a successor is elected thereafter. Any Director may succeed himself except the President may not serve more than two consecutive terms. No person may serve more than three (3) years in any five (5) year period. No member shall hold more than one office. Should a vacancy occur in any office other than by formal removal, a successor shall be elected to fill the unexpired term by the Board of Directors.
- 5.3 THE PRESIDENT.** The President shall preside at all meetings of the Association, preserve order, enforce the Articles of Incorporation, Declaration of Restrictive Covenants, Bylaws and supervise the affairs of the Association. He shall decide all questions of procedure and order with the advice of the Parliamentarian when such advice is required by him or requested by a member. He may vote but shall not be required to, except in case of a tie vote at election of officers, in which case he must vote. He shall, with the advice and approval of the Board, appoint all committees and shall be an ex-officio member thereof with the exception of the Audit and Nominating committees.
- 5.4 EXECUTIVE VICE PRESIDENT.** The Executive Vice President shall assist the President in the discharge of his duties. He shall preside at the meetings of the Association and the Board in the absence of the President. He shall perform other such duties as the President or Board may designate.
- 5.5 VICE PRESIDENT - PUBLICATIONS.** The Vice President of Publications shall be responsible for issuing regular newsletters to inform members and residents of the business of the Association and news of community interest. He shall, at the direction of the President or Board, issue special notices and shall supervise preparation of a community directory containing the names, addresses and phone numbers of residents and non-resident members.
- 5.6 VICE PRESIDENT OF SECURITY.** The Vice President of Security shall be responsible for coordination of contract security service for the Subdivision. He shall maintain records and approve invoices for the payment of security services. He shall take such other actions as to ensure that the security service is properly performed, including liaison with the

Police Agency, or Company performing said service. He shall keep the Board informed of criminal activity and criminal investigations in the area. He shall perform other such duties as may be appropriate to promote security in the subdivision and as the Board may designate.

- 5.7 **VICE PRESIDENT - GOVERNMENT LIAISON.** The Vice President - Government Liaison shall be responsible for liaison with all levels of local, state, federal government and media, where appropriate, on matters affecting the subdivision. He shall make timely reports to the Board and the membership on significant developments and perform other such duties as the Board may designate.
- 5.8 **SECRETARY.** The Secretary shall keep the minutes and records of all meetings of the Membership and the Board, and shall perform like duties for standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board. He shall maintain all non-financial records of the Association and shall perform such other duties as are customarily performed by such officer or as the President or the Board may from time to time designate.
- 5.9 **TREASURER.** The Treasurer shall be responsible for the receipt of all moneys on behalf of the Association, and the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated from time to time by the Board. He shall disburse funds when authorized by the Board. He shall be responsible for keeping proper books of account. He shall cause monthly financial statements of the Association's current financial condition to be prepared for presentation to, and review by, the Board at its regular meetings, or when the President or Board requires. He shall make projections of income and expenditures as required under the Restrictive Covenants of the Memorial Bend Subdivision and as directed by the Board. He shall supervise the maintaining of a current list of Members, their addresses, and their status regarding payment of their annual Assessment and any related interest charges as well as any liens imposed by the Board for nonpayment of the charge and interest. He shall perform such other duties as are customarily performed by such officer and as the Board may from time to time prescribe.

- 5.10 PARLIAMENTARIAN.** The parliamentarian shall become thoroughly familiar with the Articles of Incorporation, Declaration of Restrictive Covenants, Bylaws, and the current edition of Robert's Rules of Order, and shall have a copy of each at every meeting of the Membership and Board. He shall advise the presiding officer, as directed by him or as requested by a Member or Director, on matters of procedure in meetings of the Membership or Board. He shall perform such other duties as are designated by the President or the Board.
- 5.11 SERGEANT-AT-ARMS.** The Sergeant-at-Arms shall preserve order at all meetings of the Association. With the assistance of the Treasurer, the Sergeant-at-Arms shall examine qualifications of all persons attending, and, or, voting at meetings, calling any disputes to the attention of the presiding officer. He shall prepare, distribute and collect all ballots. He shall require all persons attending meetings to properly register. He shall perform such other duties as required of him by the presiding officer. He shall chair the Beautification Committee. He shall be responsible for coordinating contracts for environmental services, i.e. mosquito fogging, entrance maintenance and maintenance of common grounds. He shall perform such other duties as the Board may prescribe.
- 5.12 DISTRICT REPRESENTATIVES.** There shall be four District Representative who will be voting members of the Board. They will be elected as other Directors, however, they shall live in the District they represent and be committee members. Two District Representatives shall represent that portion of the membership residing west of the Beltway. The remaining two shall represent that portion of the membership residing east of the Beltway. District One on the west side of the Beltway, shall be bordered by Memorial Drive on the north, and the Bird Sanctuary on the west. On the south it will be bordered by a line drawn between the property lines of the houses facing north on Hansel and the houses facing south on Traviata going west until intersecting Electra then north on Electra to Hansel then west on Hansel. It shall be bordered by the Beltway on the east. District Two shall be that portion of the membership south of District One on the west side of the Beltway. District three shall be that portion of the membership on the east side of the Beltway bordered by Memorial on the north and east. It shall be bordered by the Beltway on the west. On the south it shall be bordered by the

property line between the houses on Tosca facing north and Hansel facing south going east to Broken Bough, then north on Broken Bough to a line drawn between the property lines of the houses facing east on Faust and west on Mignon going south to Boheme, then east on Boheme to Memorial. District Four shall be that portion of the membership south of District Three east of the Beltway.

ARTICLE 6, NOMINATIONS AND ELECTIONS

- 6.1 NOMINATING COMMITTEE.** At the Board of Directors meeting in September of each year, the President, with the advice and consent of the Board, shall appoint a Nominating Committee consisting of Members in good standing, no more than one of whom may be a Director. The committee shall report its recommendations for nominations of members qualified to hold office for each elective office at the December Board meeting. The Board shall review these recommendations and shall decide upon a slate of proposed officers to submit to the membership at the annual meeting of the Association the following January. Written notice of the nominations and the annual January meeting shall be given according to the provisions of these Bylaws.
- 6.2 NOMINATIONS FROM FLOOR.** Members qualified to vote may make additional nominations of qualified members for each office from the floor at the annual meeting.
- 6.3 VOTING.** Qualified members may vote either in person or by proxy. Election shall be by secret written ballot. However, if only one person is nominated for an office, a voice vote may be the official vote.
- 6.4 VOTE RESULTS.** The presiding officer shall appoint three tellers to count the ballots for any contested office. After all votes for all offices are counted, the presiding officer shall announce the results of the election by declaring the candidate for each office who has received the largest number of votes (plurality) elected. The total number of votes cast for each candidate shall be recorded and made part of the minutes of the annual meeting. After such declaration, the presiding officer shall ask if anyone wishes to examine the ballots for any contested election. After examination, or if there be no examination, he shall order the ballots destroyed.

ARTICLE 7, COMMITTEES

- 7.1 STANDING COMMITTEES.** The President, with the advice and consent of the Board, shall appoint the following standing committees at the regular February Board

- meeting for a term of one year. The Chairman of each committee shall determine which committee member will keep the minutes of each meeting of the committee. A Board Member shall chair each standing committee. Only resident members qualified to vote shall be eligible to serve as committee members.
- 7.2 AUDIT COMMITTEE.** The Audit Committee shall supervise the keeping of records by the Treasurer. It shall audit the financial books and records of the Association at the end of the fiscal year and make a detailed report thereon in writing to the Board. It may recommend the engagement of an independent accountant or service. It shall be composed of four members two of which will not be members of the Board. The two Board members on the Audit Committee shall be the Executive Vice President, who will be the Chair the committee, and a District Representative.
- 7.3 BEAUTIFICATION COMMITTEE.** The Beautification Committee shall be responsible for maintaining and improving the aesthetic appearance of the Subdivision and for encouraging residents to achieve curb appeal, and conduct recognition programs and other such activities as may be appropriate. A District Representative shall be on this committee. The Beautification Committee shall be chaired by the Sergeant-at-Arms.
- 7.4 COMPLIANCE COMMITTEE.** The Compliance Committee shall be responsible for supervising and investigating violations of the Restrictive Covenants. With the approval of the Board, it may take appropriate action to enforce the Restrictive Covenants. It shall review building and renovation plans for compliance with the Restrictive Covenants. It shall report to the Board any violations of the restrictive covenants that may need to be pursued by law. It shall report directly to the Board. It shall be composed of at least five members. All four (4) Districts shall have a resident member on this committee. The Parliamentarian shall chair it.
- 7.5 LEGAL COMMITTEE.** The Legal Committee shall advise the Board on all legal matters involving the Association including violations of the Restrictive Covenants. It may recommend the employment of an independent attorney when it deems necessary. It shall report and be responsible directly to the Board.
- 7.6 SPECIAL COMMITTEES.** Special Committees may be appointed and dissolved from time to time as deemed necessary by the President with the advice and consent of the Board. Only resident members qualified to vote

shall be eligible to serve as special committee members.

ARTICLE 8, BOOKS AND RECORDS

- 8.1 ACCURATE BOOKS, RECORDS AND MINUTES** shall be kept by the Board, Treasurer, and Standing Committees.
- 8.2 INSPECTION.** The Books, Records, and Minutes of the Board, Treasurer, and Standing Committees shall be subject to reasonable inspection by any member subject to reasonable procedures adopted by the Board.
- 8.3 DELIVERY OF RECORDS.** All records of the Association in the possession of the Board of Directors, or Committee Members shall be delivered to the newly elected members of the Board of Directors by February 1st of each year, or immediately upon the resignation of any Board member or Committee Member.

ARTICLE 9, AMENDMENTS

- 9.1 AMENDMENT TO BYLAWS.** These Bylaws may be amended at any meeting of the members, regular or special, at which a quorum of the membership is present, by a two-thirds (2/3) vote of members qualified to vote, provided notice is given as stated in Article 3 of these Bylaws. Vote may be in person or by proxy.
- 9.2 INCONSISTENCIES.** These Bylaws may not be amended so as to be inconsistent with the Articles of Incorporation, Declaration of Restrictive Covenants, or law.

ARTICLE 10, AUTHORITY

- 10.1 CONFLICT WITH LAW.** In case of conflict with the governing documents of this association, the Texas Non-Profit Corporation Act shall prevail.
- 10.2 CONFLICT BETWEEN GOVERNING DOCUMENTS.** In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control. In case of conflict between the Declaration of Restrictive Covenants and Bylaws, the Declaration of Restrictive Covenants shall control.
- 10.3 CONFLICT WITH RULES.** When not in conflict with the governing documents of this Association, the current edition of Robert's Rules of Order will govern.

ARTICLE 11, INDEMNIFICATION

- 11.1 BY THE ASSOCIATION.** The Association shall indemnify every officer and director against any and all expenses, including fees of legal counsel, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding

(including payment of any adverse judgment or any amount paid in settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or commitment made by them in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director may be entitled. The Association shall as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

- 11.2 NON-LIABILITY FOR BOARD OR COMMITTEE ACTION.** Neither the Association, its Board, the Compliance Committee or the members thereof, shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the Compliance Committee or any of its successors unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Compliance Committee, shall not be responsible for reviewing, nor shall its approval of any improvement or modification on a Lot be deemed approval of the improvement or modification from the standpoint of safety, whether structural or otherwise, or conformance to building codes or other governmental laws or regulations.