



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF

GEORGETOWN SQUARE CIVIC CORPORATION  
CHARTER NO. ;291879

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated June 16, 1971.

*Martin Dies Jr.*  
Secretary of State



ARTICLES OF INCORPORATION  
OF  
GEORGETOWN SQUARE CIVIC CORPORATION

FILED  
In the Office of the  
Secretary of State of Texas  
JUN 16 1971  
*Bill Kimbrough*  
Director, Corporation Division

We, the undersigned natural persons of the age of ~~twenty~~ <sup>twenty-one</sup> years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a Corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following articles of Incorporation for such Corporation:

ARTICLE ONE

The name of the Corporation is Georgetown Square Civic Corporation.

ARTICLE TWO

The Corporation is a non-profit Corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purposes for which Corporation is organized are:

1. To function as an organization for the promotion of the civic betterment of the Townhouse Subdivision and Community, in the City of Bellaire in Harris County, Texas, known as Georgetown Square, and to care for and maintain areas in such subdivision and community dedicated to the common use and benefit of the several home owners and their families living in said subdivision and community, and to promote beautification and aesthetic values in said subdivision for the benefit of the home owners and residents of said subdivision and for the community generally.
2. To receive title to all property, real, personal or mixed, set aside in Georgetown Square Subdivision of Recreational Areas, and to assume maintenance responsibilities as set forth in restrictions, covenants, and conditions filed on said subdivision, and to assume administration and management of the Maintenance Fund provided for in said restrictions, covenants, and conditions.
3. To do those things which may from time to time need to be done for the promotion of the common good and benefit of the home owners and their families residing in Georgetown Square Subdivision, including but not limited to negotiations for the common good of the residents of said subdivision, presenting positions, views, arguments or briefs to various civic and governmental agencies, in the promotion of the common interest of the residents and home owners

of said subdivision, and all other things of a like nature, when they are in the common interest of the residents of said subdivision.

4. To enforce by actions at law or equity, any and all restrictions, covenants and conditions, for the use and benefit of residents of Georgetown Square.

5. To acquire, develop, promote, construct or build and maintain and manage areas and facilities for recreational purposes for the common use and benefit and enjoyment of residents of Georgetown Square.

6. To take all actions and do all things necessary to accomplish the several purposes enumerated in paragraphs one through five of this "Article Four" of the Articles of Incorporation of Georgetown Square Civic Corporation.

#### ARTICLE FIVE

The street address of the initial register office of the Corporation is 4412 Caroline Street, Houston, Harris County, Texas, and the name of its initial registered agent at such address is J. D. Cobb.

#### ARTICLE SIX

The number of directors constituting the initial board of directors of the Corporation is three, and the names and addresses of the persons who are to serve as initial directors are:

NAME	ADDRESS
Walter L. Vansickle, Jr.	1617 Fannin Street, Houston, Texas
Charles J. Wilson	2911 Bissonnet, Houston, Texas
J. D. Cobb	4412 Caroline Street, Houston, Texas

#### ARTICLE SEVEN

The name and address of each incorporator is:

NAME	ADDRESS
Walter L. Vansickle, Jr.	1617 Fannin Street, Houston, Texas
Charles J. Wilson	2911 Bissonnet, Houston, Texas
J. D. Cobb	4412 Caroline Street, Houston, Texas

#### ARTICLE EIGHT

All owners of homes or lots designated as home sites in Georgetown Square Subdivision, and adult members of their family residing in said subdivision are members of the Corporation. Members of the Corporation shall enjoy the privilege of full use and enjoyment of all recreational areas in the subdivision, subject to such reasonable rules as may from time to time be established and published in such manner as may be provided in the by-laws of the


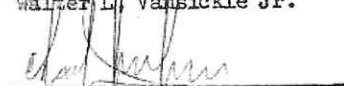
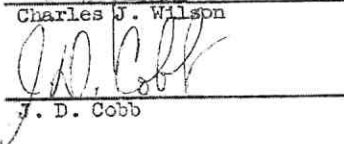
Corporation. Guest of members and childred of members shall enjoy such privileges with regard to recreational areas, and facilities as may be established by reasonable rules, established and published in such manner as may be provided in the by-laws of the Corporation. Tenants of members occupying premises within the subdivision shall assume all privileges of membership, except the privileges of voting as set out in Article Nine below during the term of their tenancy. In the event of dissolution of the Corporation, assets of the Corporation will be distributed in 55 equal parts, one part each going to the member or members owning each of the 55 homes or lots designated as homesites in the subdivision.

#### ARTICLE NINE

Members of the Corporation shall have the privilege of voting at all meetings of the members of the Corporation, provided that only one vote shall be cast on each issue voted on for each home or lot, designated as a home site in the subdivision. The vote allotted each home or lot designated as a home site, shall be the privilege of the member or members owning said home or lot. When a vote is the joint or common privilege of two or more members it shall be cast in such manner as the two or more members entitled to the single vote may decide among themselves. An owner or member owning more than one home or lot designated as a home site may cast one vote for each such home or lot designated as a home site. A tennant of a member may cast the vote of his landlord, provided such privilege is conferred upon him by his landlord by written proxie. Transfer of fee simple title of a home or lot designated as a homesite transfers with it the rights and privileges of membership, and the voting privileges of membership.

IN WITNESS WHEREOF, we have hereunto set our hands this

14th day of June, 1971.

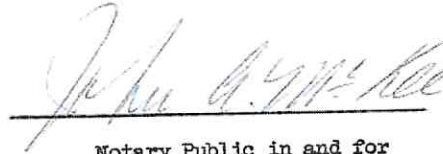
  
Walter L. Vansickle Jr.  
  
Charles J. Wilson  
  
J. D. Cobb

STATE OF TEXAS

COUNTY OF HARRIS

I, John A. McKee, a Notary Public, do hereby certify that on this 14<sup>th</sup> day of June, 1971, personally appeared before me Walter L. Vansickle Jr., Charles J. Wilson, and J. D. Cobb, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have set my hand and seal the day and year above written.



Notary Public in and for  
Harris County, Texas my  
commission expires  
June 1, 1971

**SECOND AMENDED AND RESTATED BYLAWS**  
**OF**  
**GEORGETOWN SQUARE CIVIC CORPORATION**

**ARTICLE I**  
**Name, Principal Office, and Definitions**

Section 1. Name. The name of the corporation is GEORGETOWN SQUARE CIVIC CORPORATION, a Texas non-profit corporation (the "Association").

Section 2. Principal Office. The principal office of the Association shall be located in Harris County, Texas. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the Association's affairs may require.

Section 3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Georgetown Square Townhomes dated November 4, 2009, and recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. 20090513817 (as it may be amended and supplemented from time to time, the "Declaration"), unless the context indicates otherwise. As used herein, the word "day" or "days" shall mean and refer to business day or business days.

**ARTICLE II**  
**Membership and Voting**

Section 1. Membership. Any person becoming an Owner shall automatically become a member of this Association ("Member") and be subject to the Declaration and these Bylaws.



Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with Georgetown Square during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association (the "Board") or others may have against such former Owner arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 2. Vote. Each Unit is entitled to one (1) vote. When more than one (1) person holds an interest in any Unit, all such persons shall be Members. The vote of such Unit shall be exercised as the persons among themselves determine and advise the Secretary prior to any meeting. In the absence of such notice, the Unit's vote shall be suspended in the event more than one (1) Person seeks to exercise it, In no event shall more than one (1) vote be cast with respect to each Unit owned.

Section 3. Quorum. A quorum of Members for any meeting of the Members shall be constituted by Members represented in person, by proxy, absentee ballot, or electronic ballot and holding at least thirty percent (30%) of the votes entitled to be cast at said meeting, provided that 1) absentee or electronic ballots may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot, 2) may not be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that approval, and 3) 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. A nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election. Notwithstanding anything contained herein to the contrary, the quorum requirement for a meeting of the Members, as such meeting pertains to the election of Directors, shall be those Members present, in person, by proxy, absentee ballot, or electronic ballot .

Section 4. Ownership. All Units are owned in fee simple.

### **ARTICLE III** **Membership Meetings**

Section 1. Regular Meetings. Annual meetings of Members shall be held annually at such place in Harris County, Texas, and at such time as specified in the written notice of such meeting which shall be given to all Members at least ten (10) days, but not more than sixty (60) days, prior to the date of such meeting. At meetings of the Members, the Members shall transact such business of the Association as may properly come before them and shall elect, by written and signed ballots, a Board in accordance with the requirement of Article IV of these Bylaw.

Section 2. Special Meetings. Special meetings of the Members may be called by the President as directed by a resolution of the Directors of the Board, or upon petition signed by a majority of Members and having been presented to the Secretary of the Association. Said special meetings shall be called by delivering written notice to all Members not less than ten (10) days or more than sixty (60) days prior to the date of said meeting stating the date, time and place of said special meeting and the matters to be



considered. Any such meetings shall be held after the first annual meeting and shall be held within sixty (60) days of receipt by the President or Secretary of such resolution or petition.

Section 3. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail, facsimile or email to a Member at the address given to the Board by said Member for such purpose.

Section 4. Voting. Voting by the membership shall be as set forth herein. Methods of voting shall be in person, by proxy, absentee ballot, or electronic ballot.

Section 5. Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution. All proxies must be filed with the Secretary of the Association before the appointed time of such meeting.

Section 6. Membership Meeting Procedures. At all meetings (regular or special) of the membership, the following procedures will be followed:

- a) The President will call the meeting to order and ask the Secretary to determine if a quorum is present. If a quorum is not present at any regular or duly called special meeting, the Board may set another meeting to be held within sixty (60) days and subject to the same notice requirements set forth above.
- b) If a quorum is present, the President, will call for reading of the minutes of the previous membership meeting by the Secretary. After reading of the minutes and correcting of the minutes, if necessary, the minutes will be approved, by vote of the Members. Reading of the minutes may be waived

by a majority vote.

- c) The President will call for reports of officers and committees, and all reports of officers and of committees, if required or appropriate, will be made.
- d) The President will call for old business and any unfinished old business from the previous meeting. listed on the current agenda.
- e) The President will call for new business listed on the agenda.
- f) Any Member may bring up additional item(s) for discussion during the meeting.
- g) The Secretary will keep accurate minutes of all business conducted at the meeting, which minutes will be a part of the records of the Association. The Secretary shall deliver to the President the minutes of these meetings within (10) ten business days.
- h) All meetings of the general membership and the Board shall be conducted in accordance with the Roberts Rules of Order, unless waived by a two-thirds (2/3) vote of the membership with respect to general membership meetings or two-thirds (2/3) vote of the Board with respect to meetings of the Board.

#### **ARTICLE IV** **Board of Directors**

Section 1. Number, Election and Term of Office. Beginning at the annual meeting of the membership in the year 2013, the Board shall consist of five (5) Members ("Directors"). At the annual meeting of the membership in the year 2013, there shall be

elected to the Board by vote of the Members five (5) Members of the Association. At the annual meeting of the membership in the year 2013, the term of office of three (3) Directors shall be fixed at two (2) years and the term of office of two (2) Directors shall be fixed at one (1) year with the Director candidates receiving the first, second and third most votes being elected for a term of two (2) years each and the Director candidates receiving the fourth and fifth most votes being elected for a term of one (1) year each. All Directors shall hold office for such term and until the Director's successor shall be elected and qualified. At each annual meeting thereafter, the Members shall elect Directors for a term of two (2) years to fill each expiring term. Those candidates for election as Director receiving the greatest percentage of the votes cast either in person or by proxy at the meeting shall be elected.

The number of Directors may be increased or decreased by resolution of the Board; provided however, that the number of Directors shall not be reduced to less than three (3) nor increased to more than seven (7).

Section 2. Qualifications. Each Director shall be a Member (or, if a Member is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Member or such beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Member or beneficiary). A person may not serve on the Board if the person cohabits at the same primary residence with another Board member. If a Director shall cease to meet such qualifications during his or her term, he or she shall thereupon cease to be a Director and be deemed to have resigned and his or her place on the Board shall be deemed vacant.

If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board of the property owners' association, automatically considered removed from the Board, and prohibited from future service on the Board.

Section 3. Vacancies. Any vacancy occurring on the Board caused by death, disability or resignation shall be filled by majority vote of the remaining Directors thereof, even though they may constitute less than a quorum. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he or she succeeds.

Section 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than seventy-two (72) hours notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting. If required by law, Board meetings shall be open to the Members and notice shall be given to all Members as required.

Section 5. Notice of Board Meetings. Members shall be given notice of the date, hour, place, and general subject of a 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 shall be:

- (1) mailed to each Member not later than the 10th day or earlier than the 60<sup>th</sup> day before the date of the meeting; or
- (2) provided at least 144 hours before the start of a regular board meeting and at least 72 hours before the start of a special board meeting by:
  - (A) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:
    - (i) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
    - (ii) on any Internet website available to association Members that is maintained by the Association or by a management company on behalf of the Association; and
  - (B) sending the notice by e-mail to each Member who has registered an e-mail address with the Association.

It is the Member's duty to keep an updated e-mail address registered with the Association. If the Board recesses a regular or special Board meeting to continue 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 herein. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day,

the Board shall give notice of the continuation in at least one (1) manner prescribed above within two (2) hours after adjourning the meeting being continued.

The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to the Members if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any 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 of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members, 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 construction review approval;
- (8) a 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) lending or borrowing money;



- (10) the adoption or amendment of a dedicatory instrument;
- (11) the approval of an annual budget or the approval of an amendment of an annual budget;
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the Board;
- (14) the constitution of capital improvements other than repair, replacement, or enhancement of existing capital improvements; or
- (15) the election of an officer.

Section 6. Removal. Any Director may be removed from office for cause by a majority vote of Members entitled to vote at any annual or special meeting of the Association, duly called, if allowed by law. If removed, then a replacement shall be elected as Director at such annual or special meeting by majority vote of Members entitled to vote, after nominations from the floor.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority of the Members.

Section 8. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time for periods of no longer than 30

days until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. Other Powers and Duties. The Board shall have the following powers and duties:

- a) Administer and enforce the covenants, conditions, restriction, limitations, obligations and all other provisions set forth in the Declaration and these Bylaws.
- b) To enforce compliance with rules necessary for the orderly operation of Georgetown Square. A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.
- c) To keep in good order, condition and repair the Common Property.
- d) To insure and keep insured all of the insurable Common Property in an amount equal to their maximum replacement value. Further to obtain and maintain comprehensive liability insurance covering the entire Common Property in amounts determined by the Board.
- e) To collect the annual assessments to be paid by each Member; and by majority vote of the Board to evaluate and propose to decrease or increase the amount of the annual assessments to the Members at the annual or special meeting; and to propose to levy and collect special assessments for additional capital expenses.
- f) To collect delinquent assessments by suit or otherwise and to enjoin or seek

damages from an Owner as provided by these Bylaws and/or the Declaration.

- g) To protect and defend the entire Common Property from loss and damage by suit or otherwise.
- h) To enter into contracts within the scope of their duties and power, provided that for any contracts exceeding \$50,000, the Board shall solicit bids or proposals using a bid process established by the Association and further provided that if the Association enters into any contract with a current Association Board member, a person related to a current Association Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Association Board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Association Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits, such transaction shall comply with the Texas Property Code §209.0052(b).
- i) To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board. No funds for special or unique expenses or non-budgeted items over \$500.00 may be withdrawn from the depository, except on the joint signature of the President and Treasurer or Vice- President and the Treasurer. Notwithstanding the foregoing, the Treasurer has the authority to pay regular budgeted expenses (i.e. utility bills) in an amount not to exceed \$2,500.00 for any one (1) item in

any one (1) calendar month and not to exceed \$3,500.00 in the aggregate in any one (1) calendar month.

- j) to administer the affairs of the Association;
- k) to formulate policies for the administration, management and operation of the Common Property;
- (I) to adopt rules and regulations, with written notice thereof to all Members, governing the administration, management, operation and use of the Common Property, and to amend such rules and regulations from time to time;
- (m) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (n) to borrow money, execute and deliver promissory notes and execute and deliver any and all other documentation necessary to properly document such borrowing, except that no mortgages shall be granted that encumber the Common Property;
- (o) to exercise all powers and duties of the Members as a group referred to in Chapter 22, Nonprofit Corporations, of the Texas Business Organizations Code, and all powers and duties of the Board referred to in these Bylaws; and
- (p) in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Association.

Section 10. Telephone Attendance. At any meeting of the Board, a Director may attend by telephone, radio, television or other similar means of communication, provided the

means permit the Director personally to participate in the meeting such that all Directors can hear and be heard. A Director so attending shall be deemed to be present at the meeting for all purposes, including a determination as to whether a quorum is present.

## **ARTICLE V**

### **Officers**

Section 1. Designation and Role. At each regular annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Association:

- a) President. The President shall be chief executive officer of the Association and subject to the Board, he/she shall be in general charge of the affairs of the Association in the ordinary course of its business; he/she shall preside over all meetings of the membership and of the Board and shall do and perform such other duties from time to time as may be assigned to him/her by the Board.
- b) Vice President. In the absence of the President, or in the case of his/her inability to serve, the Vice President shall assume and perform the responsibilities of the President. He/she shall also assume and perform such other duties as Board may from time to time assign to him/her.
- c) Treasurer. In addition to the authority of the Treasurer set forth in Article IV, Section 9(i) hereof, the Treasurer shall take custody of all funds of the Association, deposit such funds in the Association depository and keep full and accurate record of all deposits and disbursements of said funds. The Treasurer will also keep and revise from time to time a list of names and addresses of all Members of the Association. It shall be the duty of the Treasurer to display the records from time to time to other Board Members and Members of the

Association on reasonable request. The Treasurer will report to the membership on the status of the Association finances at the meetings of the Members.

- d) Secretary. The Secretary shall keep full and complete and accurate minutes of all business of the Association transacted either at meetings of the membership, or at meetings of the Board. The Secretary will from time to time as reasonably requested, make the records kept by the Secretary available for examination by the Members and the Board. The Secretary will attest to the business of the Association when required to carry out the Association's business, and will perform such other duties as may be assigned to the Secretary by the Board.

Section 2. Vacancy of Office. Any officer may be removed for cause at any time by vote of a majority of the Board at a special meeting. In the event of the vacancy of the office of President due to death, disqualification, removal or inability to serve, the Vice President will assume responsibilities of the President. In the event of the vacancy of the office of Vice President, Secretary or Treasurer, due to death, disqualification, removal or inability to serve, the Directors shall select from their number, a person to serve out the unexpired term of the officer who is absent.

Section 3. Compensation. The officers shall receive no compensation for their service as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.



## **ARTICLE VI**

### **Assessment Fees**

Section 1. Purposes of Assessments. The assessment levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the Members of the Association and for the improvement and maintenance of the Common Property including the improvements and landscaping thereon.

Section 2. Annual Maintenance Assessment. Annual maintenance assessments shall be at the rate as set by the Board and approved by majority vote of a quorum at the annual membership meeting. Failure of the Board or membership to "set" the assessment rate will cause the rate to remain unchanged from the prior calendar year rate. Annual assessments shall be paid in advance and apply to the calendar year. The Treasurer, or designated agent, will send a written notice of the annual assessment to each Owner. The assessment due date will be January 1<sup>st</sup> of each year.

Section 3. Annual Maintenance Assessment. Maintenance assessment fees shall be evaluated on annual basis by the Board. If the Board determines by a majority vote that annual fees must be changed, the Notice of the meeting shall notify the Members of the proposed change. Annual maintenance assessment fees may be changed at any annual or special membership meeting by a majority vote of a quorum represented in person or by proxy.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, that cost for necessary purposes of the

improvement in the Common Property, including fixtures and personal property related thereto, or for counsel fees or the fees of other retained experts. However, any such assessment shall have the assent of majority vote of quorum of the Members in attendance at any regular or duly called special meeting of the membership for which notice of such meeting specifically notified the Members of the proposed special assessment.

Section 5. Non Payment of Assessments. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the lesser of the maximum lawful rate or eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No sale or transfer shall effect the assessment lien. No sale or transfer shall relieve such Unit from liability of any assessments which thereafter become due or from the lien thereof. Upon proper notice, the right(s) to use the pool of any Member(s) who is/are not current on their assessments may be suspended until the assessments are paid in full or arrangements acceptable to the Board are made and kept.

## **ARTICLE VII**

### **Books and Records**

All books and records required to be kept by the Treasurer will be kept within Harris County, Texas at all times, and when practical, will be kept within the boundaries of Georgetown Square. All books and records required to be kept by the Secretary will be kept within Harris County, Texas at all times, and will be kept, when practical, within Georgetown Square.

**ARTICLE VIII**  
**Committees**

The Board may from time to time at meetings provide for and appoint from the membership of the Association such committees as may be deemed by the Board to be of value in helping them to carry on the business of the Association.

**ARTICLE IX**  
**Professional Services**

The Board may from time to time, as the need may arise, hire the services of professional persons to perform services needed or desirable to the Association or to its collective membership.

**ARTICLE X**  
**Amendment of these Bylaws**

These Bylaws may be amended by a majority vote of the Members at any regular or specially called meeting of the membership. The Board may amend this Declaration to the extent necessary to bring it in compliance with any provision of Texas or Federal law, provided that any such amendment is made in an open meeting for which prior notice was given to Owners.

**ARTICLE XI**  
**Situations not covered by Bylaws**

Emergency situations which arise in conducting the Association's business and are not covered by any article in these Bylaws may be provided for and authorized by a resolution of the Board duly put and carried at an emergency meeting of the Board and transcribed in the minutes at the Board meetings of the Association. General membership shall be notified in writing of the emergency action taken by the Board as soon as practicable,

but not later than (30) thirty days after the action was taken.

**ARTICLE XII**  
**Severability**

Should any article, section, word, phrase or part of these Bylaws ever be held or declared invalid because of conflict with the Constitution or laws of the State of Texas, or of the United States, then it is intended that the remainder of these Bylaws are to remain in force and effect as the Bylaws of the Corporation.

**ARTICLE XIII**  
**Fiscal Year**

The fiscal year of the Association shall be from April 1 to March 31 of each year unless otherwise fixed by the Board from time-to-time.

**ARTICLE XIV**  
**Indemnification**

Section 1. When Indemnification is Required, Permitted and Prohibited.

- a) The Association shall indemnify a Director, officer, 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 his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this article, an agent includes one who is or was serving at the request of the Association as a Director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of a criminal proceeding, the

person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Association shall 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. 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.

- b) The 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 corporation.
- c) The Association shall pay or reimburse expenses incurred by a Director, officer, Member, committee member, employee, 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.
- d) In addition to the situations otherwise described in this paragraph, the Association may indemnify a Director, officer, Member, committee member, employee, or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Section I(a) above.
- e) Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the Bylaws and authorized by the

Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Association or one or more Members, or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

- f) If the Association may indemnify a person under the Bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, 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.

## Section 2. Procedure Relating to Indemnification Payments.

- a) Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Section 2(c) below. The Association may make these determinations and decisions by any one of the following procedures:
  - (i) Majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
  - (ii) 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 Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board by vote as provided in Section 2(a)(i) or 2(a)(ii) or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(iv) Majority vote of Members, excluding Directors who are named defendants or respondents in the proceeding.

b) The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Section 2(a)(iii) above, governing the selection of special legal counsel. A provision contained in the articles of incorporation, the Bylaws, or a resolution of Members or the Board that requires the indemnification permitted by Section 1, 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 shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then

known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Section 2(a) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

- d) Any indemnification or advance of expenses shall be reported in writing to the Members of the Association. The report shall be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to Members of a consent to action without a meeting. In any case, the report shall be sent within the 12- month period immediately following the date of the indemnification or advance.

## **ARTICLE XV**

### **Conflicts**

In case of any conflict between the Articles of Incorporation and these Bylaws,

the Bylaws shall control. Should all or part of any Article of these Bylaws be in conflict with the provisions of Chapter 22, Nonprofit Corporations, of the Texas Business Organizations Code or any other Texas law, such act or law shall control.

ADOPTED at the annual membership meeting on May 5, 2024.



Jill S. M. Pearsall, Secretary

**GEORGETOWN SQUARE CIVIC CORPORATION**

**SECRETARY'S CERTIFICATE**

I, the undersigned, do hereby certify:

(1) I am the duly elected and acting Secretary of Georgetown Square Civic Corporation, a Texas non-profit corporation (the "Corporation"), and,

(2) Attached hereto is a true and correct copy of the following Corporation documents:

- a. Articles of Incorporation of the Corporation.
- b. Amended and Restated Bylaws of the Corporation.

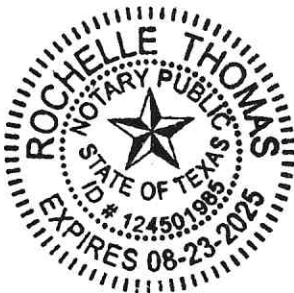
IN WITNESS WHEREOF, I have hereunto subscribed my name on this 6th day of May, 2024.

**GEORGETOWN SQUARE CIVIC CORPORATION**, a Texas non-profit corporation

  
Jill S. M. Pearsall, Secretary

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 6<sup>th</sup> day of May, 2024, by Jill S. M. Pearsall, Secretary of Georgetown Square Civic Corporation, a Texas non-profit corporation, on behalf of said corporation.



  
Notary Public, State of Texas