

**SIXTH CONSOLIDATED, RESTATED AND AMENDED BYLAWS OF
WESTWOOD SHORES PROPERTY OWNERS' ASSOCIATION**

THESE SIXTH CONSOLIDATED, RESTATED AND AMENDED BYLAWS OF WESTWOOD SHORES PROPERTY OWNERS' ASSOCIATION are made on the date hereinafter set forth by the affirmative vote of at least two-thirds (2/3) of the Board of Trustees (the "Board") of Westwood Shores Property Owners' Association, a Texas non-profit corporation (the "Association") present at a duly held meeting at which a quorum was present.

RECITATIONS

WHEREAS, the Bylaws of Westwood Shores Property Owners' Association, were made effective (the "Original Bylaws"); and

WHEREAS, the Original Bylaws were superseded by the Consolidated, Restated and Amended Bylaws of Westwood Shores Property Owners' Association, dated effective March 7, 1997 (the "First Amended Bylaws"); and

WHEREAS, the Original Bylaws and the First Amended Bylaws were superseded by the Second Consolidated, Restated and Amended Bylaws of Westwood Shores Property Owners' Association, dated effective January 17, 2003 (the "Second Amended Bylaws"); and

WHEREAS, the Original Bylaws, the First Amended Bylaws, and the Second Amended Bylaws were superseded by the Third Consolidated, Restated and Amended Bylaws of Westwood Shores Property Owners' Association, dated effective November 18, 2005 (the "Third Amended Bylaws"); and

WHEREAS, the Original Bylaws, the First Amended Bylaws, the Second Amended Bylaws and the Third Amended Bylaws were superseded by the Fourth Consolidated, Restated and Amended Bylaws of Westwood Shores Property Owners' Association, dated effective July 18, 2008 (the "Fourth Amended Bylaws"); and

WHEREAS, the Original Bylaws, the First Amended Bylaws, the Second Amended Bylaws, the Third Amended Bylaws, and the Fourth Amended Bylaws were superseded by the Fifth Consolidated, Restated and Amended Bylaws of Westwood Shores Property Owners' Association, dated effective July 1, 2012 (the "Fifth Amended Bylaws"); and

WHEREAS, the Original Bylaws, First Amended Bylaws, Second Amended Bylaws, Third Amended Bylaws, Fourth Amended Bylaws, and Fifth Amended Bylaws shall be hereinafter collectively referred to as the "Previous Bylaws"; and

WHEREAS, this Sixth Consolidated, Restated and Amended Bylaws of Westwood Shores Property Owners' Association (the "Bylaws") amends and restates the Previous Bylaws; and

WHEREAS, the Board is vested with the authority to amend the Previous Bylaws pursuant to Article IX of the Previous Bylaws which states that the Previous Bylaws may be supplemented, altered, amended or repealed by the affirmative vote of two-thirds (2/3) of the Board at any regular or special meeting of the Board; and

WHEREAS, the Board desires to make various amendments to the Previous Bylaws, yet to maintain a single document containing all applicable Bylaw provisions pertaining to the Association; and

WHEREAS, in an effort to achieve the stated desire of maintaining a single document, all amendments have been incorporated and set forth herein; and

WHEREAS, if there are any conflicts between the Previous Bylaws and these Bylaws, these Bylaws shall control.

NOW THEREFORE, pursuant to the authority granted to the Board in the Previous Bylaws, this Fifth Consolidated, Restated and Amended Westwood Shores Bylaws of Property Owners' Association has been adopted by an affirmative vote of at least 2/3rds of the Board at a regular or special meeting called for such purpose as evidenced by the attached Certification of the Secretary of the Association, and shall hereafter replace the Previous Bylaws in its entirety.

**ARTICLE I.
GENERAL PROVISIONS;
REFERENCES AND DEFINITIONS**

Section 1. Reference is made for all purposes to the following:

- (a) The plats of the Subdivision known as "Westwood Shores" which are now recorded or may hereafter be recorded in the Map Records of Trinity County, Texas.
- (b) Reservations, Restrictions and Covenants of Westwood Shores, recorded, in the Deed Records of Trinity County, Texas, as amended, renewed or extended from time to time (which hereinafter shall be collectively referred to as the "Restrictions").

Section 2. The following terms, when used in these Bylaws, shall have the respective definitions set forth below:

- (a) The term "Westwood Shores" shall mean the Subdivision known as Westwood Shores located in Trinity County, Texas, and shall include all platted sections and all additional sections which may be developed, platted, and made subject to the authority of the Association hereafter.
- (b) The term "Building Site" means one or more of the lots as designated on the said plat upon which a Maintenance Charge is assessed. Consolidated lots which are assessed one Maintenance Charge shall be a single "Building Site".
- (c) The term "Common Property" means all real property owned in fee or held in easement, lease, or license by the Association for the common use and/or enjoyment of the members and shall include areas designated by the declarant to be conveyed by

deed or easement to the Association, including but not limited to the areas designated on the plats for Westwood Shores as the areas of the aforesaid plats currently designated as "Reserve", "Unrestricted Reserve", "Lake", "Lake and Park Reserve", "Street" or "Restricted Reserve" and any improvements erected thereon, in the name of the Association.

(d) The term "Maintenance Charge" means the annual maintenance charge(s) paid into the Maintenance Fund referenced in the Restrictions.

(e) The term "Subdivision" means the aforesaid Westwood Shores as shown on any recorded plat (and including all sections thereof which may be hereafter platted and any developed).

(f) The term "Owner of Recreational Facilities" means Westwood Shores, Inc., and its successors, assigns or purchasers.

(g) All terms which are defined in the Restrictions shall, when used herein, have the same meaning as that set forth in the Restrictions.

Section 3. In the event of any conflict or inconsistency between the provisions of these Bylaws and the provisions of the Restrictions, the provisions of the Restrictions shall supersede, control and govern.

ARTICLE II.

FUNCTIONS OF THE CORPORATION

Section 1. Purposes: The purposes for which the Association is formed are for the conducting of property improvement campaigns, for the residents of Westwood Shores; to promote the maintenance and preservation of the Building Sites and Common Properties; to exercise the duties and prerogatives provided for the Association in the Restrictions and these Bylaws; to have and to exercise any and all powers, rights and privileges of a corporation organized under the Texas Business Organizations Code, now or hereafter may have or exercise; and, to the extent permitted by law, do any and all other things necessary to implement or accomplish the purposes set forth in these Bylaws. To carry out said purposes properly, the Association may, at the discretion of the Board, perform the following functions, and shall have the power to establish policies relating to, and for performing or causing to be performed, the following, in way of explanation, but not limitation, the exercise of such functions shall be deemed to be within the scope of activities contemplated by the corporate charter:

(a) The Association, for the benefit of Building Site owners, may accept conveyances of and may own streets and Common Property in Westwood Shores, Trinity County, Texas.

(b) The Association may enforce charges, restrictions, conditions and covenants existing upon and created for the benefit of said property over which the Association has jurisdiction; the Association may pay all expenses incidental thereto; the Association may enforce the decisions and rulings of the Association; the Association may pay all of the expenses in connection therewith; and may reimburse any declarant under any declaration of conditions, covenants, restrictions, assessments or charges affecting

Westwood Shores, or any part thereof, for all costs and expenses incurred or paid by it in connection with the enforcement of any of the conditions, covenants, restrictions, charges, assessments or Maintenance Charges, or terms set forth in any of the Restrictions.

(c) The Association may own, lease, provide, control, maintain and operate recreational facilities and private park areas.

(d) Unless otherwise determined by the Board, in its sole and absolute direction, the Association shall be the sole provider for refuse collection within the Subdivision.

(e) The Association may pay, file protests or otherwise challenge any ad valorem taxes and other assessments levied or imposed against the Common Property.

(f) The Association may construct and maintain streets, rights of way and easements.

(g) The Association may do all things necessary for the upkeep, repair and maintenance of all Common Property and the placement of improvements, fixtures and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures and equipment.

(h) The Association may provide for the landscaping of the Common Property and portions of the Building Sites necessary to provide a uniform scheme of landscaping for the whole Subdivision.

(i) The Association may pay legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the Maintenance Fund and Maintenance Charge(s) apply.

(j) The Association may pay all reasonable and necessary expenses in connection with the collection and administration of the Maintenance Charge, subject to the right of Developer to transfer and assign this right.

(k) The Association may care for unimproved Building Sites to the extent provided for by the Restrictions and may send invoices or take other necessary action to collect the cost of such maintenance from the owner of the unimproved Building Site.

(l) The Association may provide for the employment of policemen and watchmen.

(m) The Board may, in its sole and absolute discretion, do all things necessary to provide for the exterior maintenance of any residence, including but not limited to lawn maintenance, removal of dead trees and refuse collection, to the extent provided for by the Restrictions, and the Board may, in its sole and absolute discretion, send invoices or take other necessary action to collect the cost of such exterior maintenance from the owner of the Building Site.

(n) The Board may, in its sole and absolute discretion, do any other thing necessary or desirable to keep the property in the Subdivision in neat and good order, or which it considers of general benefit to the owners or occupants of the Building Sites, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive.

(o) The Association shall hold and administer and expend Maintenance Funds for the purposes contemplated by and in accordance with the terms and provisions of said Restrictions and these Bylaws; shall take such action as it deems appropriate, in its discretion, to enforce the collection of Maintenance Charges.

(p) The Association may acquire by gift, purchase or otherwise own, hold, enjoy, lease, operate, maintain, and convey, sell, lease, transfer, mortgage, or otherwise dispose of real or personal property in connection with the business of the Association.

(q) The Association may borrow for the purpose of carrying out the corporate affairs, only if the Board deems such borrowing advisable.

(r) The Association may contract with other entities to collect its portion of the Maintenance Charge. Without limitation of the foregoing, the Association shall have the right to contract with the Owner of the Recreational Facilities with respect to collection of Maintenance Charges, including authorization of the Owner of the Recreational Facilities to enforce payment of Maintenance Charges in the name and on behalf of the Association.

(s) The Association may adopt and amend rules and regulations, affecting the Common Property and Building Sites.

(t) The Association shall have the right to make and amend rules and regulations and promulgate, implement and collect fines for violations and/or collect fees related to enforcement of the rules and regulations, the Restrictions, and all Dedicatory Instruments (as that term is defined in the Texas Property Code) for the Westwood Shores Subdivision.

(u) The Association shall have the right to contract with the Owner of the Recreational Facilities regarding the establishment of fees and other charges for the use of such recreational facilities by the Association.

(v) The Association shall have the right to contract with the Owner of the Recreational Facilities regarding access to the Recreational Facilities by the users thereof.

Section 2. Area: The activities of the Association shall be limited to the area known as Westwood Shores (and including all sections thereof which may hereafter be platted and developed); the activities of the Association shall also apply to such other areas as may hereafter voluntarily or through the operation of conditions, covenants, restrictions, easements, reservations or charges pertaining to the same be placed under or submitted to the jurisdiction of the Association and be accepted as within the jurisdiction of the Association by resolution of the Board of the Association.

ARTICLE III. MEMBERS

Section 1. Regular Meetings: The Board shall establish the date of the annual meeting of the members to be held in April of each year for the purpose of electing Trustees and for the transaction of any and all such other business which may be brought before or submitted to the

meeting. All such meetings of the members and the Board shall be held at the office of the Association in Westwood Shores, unless otherwise determined by the Board.

Section 2. Special Meetings: Special meetings of the members shall be held at the office of the Association in Westwood Shores Subdivision, Trinity County, Texas, or at such other places as may be designated in the notice or waiver or waivers of notice of the respective meetings. Special meetings of the members may be called by the President, the Board, by members having not less than one-tenth (1/10th) of the votes entitled to be cast at such meeting, or such other officers or persons as may be provided in the Articles of Incorporation or Bylaws. The notice of any special meeting shall state the date, time, place, and subject matter of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Notice of Meetings: Written or printed notice stating the place, day, and hour of any meeting of the members shall be delivered, either personally or by mail, fax or other electronic media, to each member not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Such notice must contain a general description of the topics or issues to be discussed.

Notice to an member by email or facsimile must be sent to the email address or facsimile number provided to the Association in writing by that member. If emailed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a confirmation that the email was successfully transmitted. If faxed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. For any given meeting, the Board may use any combination of the alternative methods for providing notice to the members.

For the purpose of determining the member entitled to notice of a meeting, the membership of the Association shall be determined on the date the notice of meeting is first given.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid. One notice, addressed to multiple members at the same address, shall suffice if more than one (1) member resides at any address.

Section 4. Waiver of Notice: Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by an member, either in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice in writing at the time the meeting is called to order. Further, casting a vote by any technological means authorized in these Bylaws, by an member on any issue to be voted upon at the meeting shall be deemed a waiver by such member of notice of the meeting. Attendance at a meeting shall also be deemed wavier of notice of all business transacted thereat unless objection to the

calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote.

Section 5. Quorum: Except as otherwise provided in these Bylaws or in the Restrictions, five percent (5%) of the members eligible to vote, present in person or by proxy, shall constitute a quorum for all purposes at any meeting of the members.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment.

Section 6. Lack of Quorum/Adjournment of Meetings: If any meeting of the members cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the members who are present at such meeting, in person or by proxy, may adjourn the meeting and immediately reconvene the meeting. At the reconvened meeting, those members in attendance, either in person or by proxy, shall constitute a quorum. Any business that might have been transacted at the meeting originally called may be transacted at the reconvened meeting.

At the reconvened meeting any business that might have been transacted at the meeting originally called may be transacted. All votes cast by members prior to the originally called meeting by proxy, or by any technological means authorized in these Bylaws, on issues to be considered at the meeting shall be valid and may be counted at the reconvened meeting at which a quorum is present; provided that an member who cast a vote on an issue by proxy or by any technological means authorized in these Bylaws may change that member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting at which a quorum is present. An member may change his vote by attending the reconvened meeting in person, submitting a proxy at the reconvened meeting which either directs or authorizes the proxy holder to vote in a different manner, or changing the member's vote by any technological means for voting authorized in these Bylaws.

Section 7. Organization: The President, or in the event of his/her absence, a Vice President of the Association, shall call meetings of the members to order and shall act as Chairman of such meetings. In the absence of the President and the Vice President, the members present may appoint a chairman. The Secretary shall act as Secretary of all meetings of the members, but in the absence of the Secretary of the meeting, the presiding officer may appoint any individual recording secretary for any meeting.

Section 8. Qualifications: Membership in the Association shall be as follows:

- (a) There shall be one membership for each Building Site in the Subdivision; and
- (b) Regardless of the number of persons who may own a Building Site (such as husband and wife or joint tenants, etc.), there shall be but one (1) membership for each Building Site.

Section 9. Voting: Each member shall be entitled to one (1) vote for each Building Site owned by such member at each meeting of the members. Co-members of a Building Site may designate in writing to the Association the party authorized to cast the membership vote for such co-members, which written designation shall remain in effect until modified by a similar

written designation or until the Building Site is sold. Without such written designation, the first vote by a co-member shall be binding on all other co-members of the Building Site. The executor, administrator or legal representative of any deceased member shall be entitled to cast the vote of such deceased member at any meeting of members. Each member may vote in person or by proxy appointed by instrument in writing and subscribed by the member or by the duly authorized attorney of such member. At any election where there are an equal number of nominees as there are positions to be filled, the Board may determine that election by ballot or vote is not required and may declare that the nominees are elected by unanimous consent or acclamation.

As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible votes.

At the option of the Board, the voting rights of an member may be cast or given: (1) in person or by proxy at a meeting of the Association; (2) by absentee ballot in accordance with this Section; (3) by electronic ballot; or (4) by any method of representative or delegated voting provided by a Dedicatory Instrument (as defined by the Texas Property Code). Each ballot must be signed by the member voting or by his proxy. An electronic ballot is deemed to be in writing and signed. There shall be no cumulative voting.

An absentee or electronic ballot may be counted toward a quorum of members present (as if in attendance at a meeting): (i) for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the member attends any meeting to vote in person, so that any vote cast at a meeting by an member supersedes any vote submitted by absentee or electronic ballot previously submitted for that purpose; and (iii) 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.

Section 10. Proxies and Absentee Ballots. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting or by any earlier date or time specified in the notice of meeting. Every proxy shall be revocable and shall automatically cease upon (i) conveyance by the member of the member's interest in the property; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of an member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the case of an member's execution of more than one proxy, the proxy with the latest date shall be valid. Proxies not delivered prior to the start of any meeting or by any earlier date or time, if specified in the notice of meeting, shall not be valid.

To the extent permitted by law, an member may vote on any issue to be voted upon by the members under these Bylaws by absentee ballot that is delivered or mailed to the Association or transmitted to the Association by facsimile or by electronic communication over the Internet or the Association network. To be valid, any vote cast by an member by any of the alternative means must be received by the Association by the date and time specified in the

notice of meeting or, if no date and time is specified in the notice of meeting, by midnight of the day before the date of the scheduled meeting. The mechanism for voting by electronic communication must provide a sufficient method of identifying the member and verifying the member's vote, and for which the member may receive a receipt of the electronic transmission and receipt of the member's ballot. The Board shall have the authority to adopt an electronic voting policy. Any requirement imposed by the Articles of Incorporation, these Bylaws, a duly adopted Board policy, or by applicable law for a signature on any such absentee ballot may also be satisfied by a digital signature meeting the requirements of such documents or applicable law.

ARTICLE IV. BOARD OF TRUSTEES

Section 1. Number and Term of Office: The business and property of the Association shall be managed and controlled by the Board, and subject to the restrictions imposed by any law, by the Articles of Incorporation or by these Bylaws, the Board may exercise all the powers of the Association. The Board shall be responsible for developing and adopting an operating plan and budget, hiring staff, including the general manager, and establishing policies, rules and regulations with respect to the maintenance and operation of the Association. The Board shall also be responsible for establishing the amount of the annual Maintenance Charge(s) assessed against the Building Sites and administering the Maintenance Fund, subject to the right of the Owner of the Recreational Facilities to establish that portion of the Maintenance Charge(s) relating to membership in such recreational facilities.

(a) The number of Trustees shall be not less than five (5) nor more than seven (7) and all actions to be taken by the Board shall require a majority vote of the Trustees for approval. The Trustees shall be elected for three (3) year staggered terms pursuant to such rules and regulations as may be adopted from time to time by the Board, unless a different method is specified in these Bylaws. Each Trustee shall be elected to hold office and serve until the end of his or her term and until his or her successor shall be elected and shall qualify.

(b) Notwithstanding anything contained herein to the contrary, if the Board is presented with written documented evidence that a Trustee has been convicted of a felony or crime of moral turpitude, that Trustee is immediately ineligible to serve on the Board and is automatically considered removed from the Board, and prohibited from future service on the Board.

(c) A vacancy created by the resignation, death, or disability of a Trustee prior to the expiration of his/her term, may be filled by vote of a majority of the remaining Trustees regardless of whether that majority is less than a quorum. A Trustee so appointed to fill a vacancy is appointed for the unexpired term of the member's predecessor in office.

(d) In the event of any increase in the number of Trustees, the additional Trustees shall be elected pursuant to such rules and regulations adopted by the Board of Trustees

then in effect for the election of Trustees, unless a different method is specified in these Bylaws. All Trustees shall be members.

Section 2. Election Rules:

(a) An member who desires to be a candidate for Trustee must file on specified forms available at the Association's office his or her intention to be a candidate for Trustee on or before March 1st of the year in which such member desires to be a candidate. Such intention to be a candidate for Trustee is only valid for next annual meeting to be held in April, or any recalled meeting thereof.

(b) All nominations for candidates for Trustee must be received by the Association on or before March 1st of the year in which such nomination is effective. Ballots and biographies will be printed and mailed to all members prior to the annual meeting. Ballots and biographies will also be available at the Association's office and at the annual meeting.

(c) Election of Trustees may be by mail, ballot, proxy, facsimile or electronic e-mail ballot or hand delivered ballots and must be received on or before the close of the Trustee election portion of the annual meeting.

(d) At the annual meeting, the member or their proxies may cast, in respect to each vacancy, one (1) vote for each Building Site owned by such member.

(e) To be eligible to vote, an member must be the record member of the Building Site as shown in the Official Public Records of Trinity County, Texas.

(f) Proxies must be validated by the office staff for the Association.

(g) Uncontested Elections: At any election where there are an equal number of nominees as there are positions to be filled, the Board may determine that election by ballot or vote is not required and may declare that the nominees are elected by unanimous consent or acclamation.

Section 3. Qualifications for Trustees:

(a) A Trustee must be the record owner of the Building Site as shown in the Official Public Records of Trinity County, Texas and at least eighteen (18) years of age.

(b) Notwithstanding anything contained herein to the contrary, if the Board is presented with written documented evidence that a Trustee has been convicted of a felony or crime of moral turpitude, that Trustee is immediately ineligible to serve on the Board and is automatically considered removed from the Board, and prohibited from future service on the Board.

Section 4. Meeting of Trustees: The Trustees may hold their meetings and have officers and keep the books of the Association except as otherwise provided by statute, in such place or places in or outside of the State of Texas, as the Board of Trustees may from time to time determine.

- (a) Open Meetings: Regular and special Board meetings must be open to members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session. Members may not participate in any discussion or deliberation unless permission to speak is granted on his or her behalf by a Trustee. In such case, the President may limit the time any member may speak.
- (b) Board Meeting: A Board meeting means a deliberation between a quorum of the voting Board or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action. A Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.
- (c) Executive Session: for the purpose of discussing actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, and confidential communications with the Association's attorney, matters involving the invasion of privacy of individual members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive 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 members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

The Board must keep written minutes as record of each regular and special meeting and give members access to approved minutes.

Section 5. Notice of Regular and Special Board Meetings: Notice to the members of the date, hour, place and general subject of regular or special Board meetings, including a general description of any matter to be brought up for deliberation in executive session, shall be:

- (a) mailed to each member not later than tenth (10th) day or earlier than sixth (60th) day before the date of the meeting; or
- (b) provided at least seventy-two (72) hours before start of the meeting by:
 - 1. posting in conspicuous manner reasonably designed to provide notice to the members;
 - i. in a place located on the Association's Common Property, or with the member's consent, on other conspicuously located privately owned property within the Subdivision;
 - ii. on any Internet website maintained by the Association or other Internet media; and

2. sending 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 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 this provision. If the meeting is continued to the next business day, and the Board again continues the meeting to another day, the Board shall give notice of continuation in at least one of the manners described above, within two (2) hours after adjourning the meeting being continued.

The Board may meet by any method of communication, including but not limited to electronic, telephonic, or video conference, without prior notice to members if:

- (a) each Trustee may hear and be heard by every other Trustee; or
- (b) the Board may take action by unanimous written consent to consider routine and administrative matters or reasonably unforeseen emergency or urgent necessity that requires immediate action by the Board.
- (c) Any action taken without notice to the members must be summarized orally, including estimation of expenditures approved at the meeting, and documented in the minutes of the next regular/special Board meeting.

The Board may not, without prior notice to members, consider or vote on any of the following issues:

- (a) Fines;
- (b) Damage assessments;
- (c) Initiation of foreclosure actions;
- (d) Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) Increases in assessments;
- (f) Levying special assessments;
- (g) Appeals from denials of architectural control approval; or
- (h) 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.

Section 6. First Meeting: Each newly elected Board may hold its first meeting for the purposes of organization and the transaction of business, if a quorum is present, immediately following the annual meeting of the members. If there is no annual meeting of the members following

the election of the Board by the members, then the first meeting of the Board shall be held within thirty (30) days after such election at such time and place as shall be fixed by the Board.

Section 7. Election of Officers: The Officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 8. Regular Meetings: Regular meetings of the Board must be open to the members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session, and shall be held no less than quarterly at such time and place as shall be designated from time to time by the Board.

Section 9. Special Meetings: Special meetings of the Board shall be held whenever called by the President, Secretary or a majority of the Trustees then in office. Notice shall be given to members as set forth in Section 5 of these Bylaws.

Section 10. Quorum: At all meetings of the Board, a majority of the Trustees then in office shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present at a meeting at which a quorum is present shall constitute the act of the Board, except as otherwise provided by law, the charter of the Association, or by these Bylaws. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Trustees who are present at such meeting may adjourn the meeting subject to the notice requirements set forth herein. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Order of Business: At meetings of the Board, business shall be transacted in such order as from time to time as the Board may determine. At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall preside. In the absence of both the President and Vice President, a Chairman shall be chosen from the Trustees present. The Secretary shall act as secretary at all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 12. Services: No Trustee or Officer of the Association shall be required to devote his time or render services exclusively to the Association. Each Trustee and Officer of the Association shall be free to engage in any and all other business and activities either similar or dissimilar to the business of the Association without liability to the Association. Likewise, each and every Trustee and Officer of the Association shall be entirely free to act for and serve any other corporation or corporations, entity or entities, in any capacity or capacities and become a Trustee or officer of any other corporation or corporations, entity or entities, whether or not the purposes, business and activities thereof by similar or dissimilar to the purposes, business or activities of the Association, without breach of duty to the Association or its members and without liability of any character or description to the Association or its members.

ARTICLE V. OFFICERS

Section 1. Titles and Term of Office: The Officers of the Association shall be a President (who shall be a Trustee), one or more Vice Presidents, a Secretary, a Treasurer and such other Officers as the Board may from time to time elect or appoint. One person may hold more than one office. All Officers shall be subject to removal, with or without cause, at any time, by vote of a majority of the whole Board. A vacancy in the office of any Officer shall be filled by vote of a majority of the Trustees then in office.

Section 2. Powers and Duties of the President: The President, subject to the control of the Board, shall be in general charge of the affairs of the Association in the ordinary course of its business; s/he shall, preside at all meetings of the members and of the Board; s/he may make, sign and execute all deeds, conveyances, assignment, bonds, contracts and other obligations and any and all other instruments and papers of any kind or character in the name of the Association and, s/he shall do and perform such other duties as may from time to time be assigned by the Board.

Section 3. Vice President: The Vice President shall have the usual powers and duties pertaining to the office together with such other powers and duties as may be assigned by the Board, and the Vice President shall have and exercise the powers of the President during that the President's absence or inability to act. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 4. Treasurer: The Treasurer shall have custody of all the funds and securities of the Association. When necessary or proper, s/he may endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board; s/he may sign all receipts and vouchers for payments made to the Association, either alone or jointly with such Officer as is designated by the Board; whenever required by the Board s/he shall render a statement of the cash account; s/he shall enter or cause to be entered regularly on the books of the Association to be kept by the Treasurer for that purpose full and accurate accounts of all moneys received and paid out on account of the Association; s/he shall at all reasonable times exhibit books and accounts to any Trustee; s/he shall perform all acts incident to the position of Treasurer subject to the control of the Board; s/he shall if required by the Board, give such bond for the faithful discharge of his/his duties in such form as the Board may require.

Section 5. Secretary: The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members in books provided for that purpose; s/he shall attend to the giving and serving of all notices; s/he may sign with the President or a Vice President in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association. The Secretary shall have charge of and maintain and keep such books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Trustee and s/he shall in general perform all duties incident to the office of the Secretary subject to the control of the Board.

Section 6. Any of the duties of the Secretary or President may be assigned to other persons or entities at the sole discretion of the Board.

**ARTICLE VI.
CONTRACTS, CHECK DRAFTS, BANK ACCOUNTS ETC.**

Section 1. Contracts: The President, except as in these Bylaws otherwise provide, may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Association, to enter into any contract or execute and delivery any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the President or expressly authorized by these Bylaws, no Officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

Section 2. Loans: Unless authorized by the majority vote of the Board, no loan shall be contracted on behalf of the Association and no negotiable papers shall be issued in its name.

Section 3. Checks: All checks, drafts and other orders for the payment of money out of the funds of the Association, and all notes or other evidence of indebtedness of the Association shall be signed on behalf of the Association and in such manner as shall from time to time be determined by resolution of the Board.

Section 4. Bank Accounts: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board may select and for the purpose of such deposit the President, a Vice President, the Treasurer, the Secretary or any other Officer or agent or employee of the Association to whom such power may be delegated by the Board, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.

Section 5. Transactions with Trustees and Officers: All contracts, transactions and acts entered into by the Trustees or Officers on behalf of the Association shall be at arm's length and not violate the limitations provided in the Articles of Incorporation or these Bylaws against the Association's use or application of its funds for private benefit; provided further that no contract or transaction shall be entered into on behalf of the Association if such contract or transaction is a prohibited transaction or would result in the denial of the tax exemption of the Association under any section of the Internal Revenue Code of the United States and its Regulations as they now exist or as they hereafter may be amended, or if such contract or transaction is at prices or rates that are not competitive with or more favorable to the Association than prices or rates otherwise prevailing on the market for similar or comparable goods, services or arrangements. In no event, however, shall any person or other entity dealing with the Trustees or Officers be obligated to inquire into the authority of the Trustees and Officers to enter into and consummate any contract, transaction, or other action.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

Section 1. Offices: The principal office of the Association shall be at Westwood Shores or as otherwise designated by the Board.

Section 2. Fiscal Year: The fiscal year of the Association shall end at midnight on December 31st of each calendar year.

Section 3. Notice and Waiver of Notice: Unless otherwise provided in these Bylaws, any notice, demands, bills, statements, or other communications under the provisions of these Bylaws, shall be in writing and deemed to have been duly given if delivered personally given or upon deposit in the United States mail, and shall be deemed to have been given on the day of such mailing:

- (a) if to an member, at the address that the member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Building Site of such member; or
- (b) if to the Association, to the Board, or to the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the members pursuant to this section of these Bylaws.
- (c) A waiver of notice whether before or after the time stated therein, shall be deemed equivalent to notice.

Section 4. Resignations: Any Trustee or Officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. For the purposes of this Subsection 4, written resignation to the Board may be accomplished by facsimile, electronic transmission, certified mail return receipt requested, or hand delivery.

Section 5. Indemnity of Trustees and Officers:

- (a) Subject to the exceptions and limitations contained in Section IX.5.b hereof:
 - (1) Every person who is or has been a Trustee or Officer of the Association shall be indemnified by the Association to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid in connection with any demand, claim, action, suit (or threat thereof) or proceeding in which s/he becomes involved as a party or otherwise by virtue of being or having been a Trustee or Officer and against amounts paid or incurred in the settlement thereof.
 - (2) The words "claim," "action," "suit," or "proceeding" shall apply to all claims, actions, suits, or proceedings (civil, criminal, or other, including appeals), actual or threatened, made or commenced subsequent to the adoption of these Bylaws; and the words "liability" and "expenses" shall include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties, and other liabilities.

- (b) No indemnification shall be provided hereunder to a Trustee or Officer or any other individual:
 - (1) Against any liability to the Association by reason of willful misfeasance, bad faith, gross negligence, breach of fiduciary duty, criminal misconduct or reckless disregard of the duties involved in the conduct of the office;
 - (2) With respect to any matter as to which s/he shall have been finally adjudicated not to have acted in good faith or with the reasonable belief that his action was in the best interest of the Association;
- (c) The rights of indemnification herein provided may be insured against by policies maintained by the Association, shall be severable, shall not affect any other rights to which any Trustee or Officer now or hereafter may be entitled, shall continue as to a person who has ceased to be a Trustee or Officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.
- (d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character described in Section VII.5.a of these Bylaws may be advanced by the Association before final disposition thereof upon receipt of an undertaking by or on behalf of the Trustee or Officers, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that s/he is not entitled to indemnification under Section VII.5 of these Bylaws.

Section 6. Covenant to Obey Laws, Rules and Regulations: Each member shall be subject to the Restrictions and shall abide by these Bylaws and rules and regulations as the same are or may from time to time be established by the Board. Each member shall observe, comply with and perform all rules, regulations, ordinances and laws made by any governmental authority or any municipal, state and federal government having jurisdiction over the Subdivision or any part thereof.

Section 7. Enforcement: After notice and an opportunity to be heard, if same is required by law, the Board may impose reasonable fines, which shall constitute a lien upon the property of the violating member, and to suspend an member's right to use the Common Property for violation of any duty imposed under the Restrictions, these Bylaws, or any rules and regulations or policies duly adopted by the Board; provided, however, nothing herein shall authorize the Association or the Board to limit ingress and egress to or from a Building Site. In addition, the Board shall be entitled to suspend any services provided by the Association to a Building Site in the event that the owners of such Building Site is more than thirty (30) days delinquent in paying any Maintenance Charge(s) due to the Association. In the event that an occupant, guest or invitee of a Building Site owner violates the Restrictions, Bylaws, rules or regulations, and/or a policy of the Association, after notice and opportunity to be heard if same is required by law the fine shall be assessed against the owner. The failure of the Board to enforce any provision of the Restrictions, Bylaws, or any rule or regulation or policy shall not be deemed a waiver of the right of the Board to do so thereafter.

As provided in the Restrictions, each owner is obligated to pay to the Association certain Maintenance Charges, including such Maintenance Charges and related amounts as may be included, from time to time, by amendment to the Restrictions. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such Maintenance Charges and related amounts, as well as interest as specified in the Restrictions, shall be assessed against the owner and the Building Site, and shall become part of the such Maintenance Charges and related amounts due on the Building Site. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Restrictions, rules and regulations, guidelines, or Board policies, shall be assessed against the owner and the Building Site, and shall become part of the Maintenance Charge(s) due on the Building Site. Such costs, expenses, and fees include, but are not limited to:

- (a) actual expenses, including attorney's fees and court costs;
- (b) a monthly Late Processing Fee may be set from time to time by the Board, which may be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- (c) a Dishonored-Check Processing Fee, set by the Board, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;
- (d) a Partial Payment Processing Fee, set by the Board, which may be assessed if any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred;
- (e) an Administrative Fee which may be assessed for the transfer of ownership of any Lot, including by foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Maintenance Charges and other charges due on the Building Site, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the Subdivision, the Association, and/or the covenants, conditions, restrictions, rules, and regulations applicable to the new owner;
- (f) a Refinance Fee which may be assessed for the refinance of any Building Site to offset the administrative costs and expenses associated with quoting the status of the Maintenance Charges and other charges due on the Building Site and updating the books and records of the Association; and
- (g) a reasonable fee to assemble, copy, deliver and update a Resale Certificate.

Any such Maintenance Charge(s) or related amounts not paid when due shall be delinquent. All payments shall be applied pursuant to the payment guidelines adopted by the Board.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Restrictions, these Bylaws, the guidelines, policies or the rules and regulations of the Association by self help (specifically including, but not limited to, the regulations and perform exterior maintenance) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation of which abatement is sought shall pay all costs, fines, costs to repair, including reasonable attorney's fees actually incurred.

Section 8. Severability: Each of the provisions of these Bylaws shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 9. Jurisdiction and Venue: The provisions in these Bylaws shall be governed by and enforced in accordance with the laws of the State of Texas. Venue shall be in Trinity County, Texas.

ARTICLE VIII. SECURITY

THE ASSOCIATION, ITS BOARD OF TRUSTEES AND OFFICERS, ITS MANAGER, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH BUILDING SITE OWNER AND LESSEE ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE BUILDING SITE BEING LEASED, GUESTS AND INVITEES OF ANY BUILDING SITE OR RESIDENT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH BUILDING SITE OWNER AND LESSEE, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE BUILDING SITE BEING LEASED, GUESTS AND INVITEES OF A BUILDING SITE OWNER OR LESSEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE

ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH BUILDING SITE OWNER, LESSEE AND OCCUPANT OF ANY BUILDING SITE AND ON BEHALF OF THEMSELVES AN)) THEIR GUESTS AND INVITEES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO BUILDING SITES AND TO THE CONTENTS OF BUILDING SITES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY UNIT OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

**ARTICLE IX.
AMENDMENTS**

These Bylaws may be supplemented, altered, amended or repealed by the members of the Board at any regular or special meeting at which a quorum is present.

Executed this 20th day of May, 2013, to be effective as of May 20th, 2013.

CERTIFICATION

I, Diana Barak, Secretary for Westwood Shores Property Owners' Association, hereby certify that I am the Secretary of Westwood Shores Property Owners' Association, a Texas non-profit corporation and the foregoing Sixth Consolidated, Restated and Amended Bylaws of Westwood Shores Property Owners' Association were duly adopted and approved at a meeting of the Board of Trustees on the 20th day of May, 2013, at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 20th day of May, 2013.



Diana Barak, Secretary

STATE OF TEXAS §
 §
COUNTY OF TRINITY §

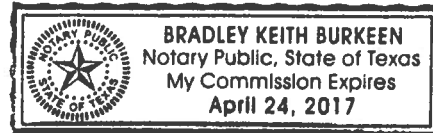
BEFORE ME, on this day personally appeared Diana Barak, the Secretary of Westwood Shores Property Owners' Association known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/s/he executed the same for the

purposes therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 20th day of May, 2013.



Notary Public - State of Texas



FILED
at 12:25 o'clock P M

OCT 03 2013

DIANE MCCRORY
COUNTY CLERK, TRINITY CO, TEXAS
By Lana Walker Deputy