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Notice  
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# NOTTINGHAM COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, INC.

C/O SCS Management Services  
7170 Cherry Park Drive, Houston, Texas 77095  
Tel. No. 281.463.1777 / Fax No. 281.463.0050

## AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006 OF TITLE 11 OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

**BEFORE ME**, the undersigned authority, on this day personally appeared DON MACH, who, being by me duly sworn according to law, stated the following under oath:

“My name is DON MACH. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct. I am the President of, and a Director of, NOTTINGHAM COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, INC. (the “Association,” a Texas Non-Profit Corporation and a Texas Property Owners’ Association).

- I. The name of the Subdivisions are is Nottingham Country, Sections One (1), Two (2), Three (3), Four (4), Six (6), Seven (7), Eight (8) and Nine (9), and Mason Creek Park, Section One (1).
- II. The name of the Association is NOTTINGHAM COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, INC.
- III. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, and the recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision are as follows:

*qcc*

- (i) Map(s) or Plat(s):

|   |              |
|---|--------------|
| Nottingham Country, Section One (1) -           | D641611;     |
| Replat Nottingham Country, Section One (1) -    | D781339;     |
| Nottingham Country, Section Two (2) -           | D856188;     |
| Corrected Nottingham Country, Section Two (2) - | D735098;     |
| Nottingham Country, Section Three (3) -         | E233034;     |
| Nottingham Country, Section Four (4) -          | E712798;     |
| Nottingham Country, Section Six (6) -           | E949286;     |
| Nottingham Country, Section Seven (7) -         | F480639;     |
| Nottingham Country, Section Eight (8) -         | G139208;     |
| Nottingham Country, Section Nine (9) -          | G139192; and |
| Mason Creek Park, Section One (1) -             | F828507.     |
- (ii) Deed Restrictions:

|   |          |
|---|----------|
| Nottingham Country, Section One (1) -           | D649702; |
| Nottingham Country, Amendment Section One (1) - | D846832; |
| Nottingham Country, Section Two (2) -           | E066394; |

|   |              |
|---|--------------|
| Nottingham Country, Section Three (3) -         | E616795;     |
| Nottingham Country, Section Four (4) -          | F253600;     |
| Nottingham Country, Section Six (6) -           | F390729;     |
| Nottingham Country, Amendment Section Six (6) - | G179347;     |
| Nottingham Country, Section Seven (7) -         | G003653;     |
| Nottingham Country, Section Eight (8) -         | G712708;     |
| Nottingham Country, Section Nine (9) -          | G075347; and |
| Mason Creek Park, Section One (1) -             | G180262.     |

IV. Attached hereto is the original of, or a true and correct copy of, the following dedicatory instrument governing the Association, which instrument has not previously been recorded in the Official Public Records of Real Property of Harris County, Texas: **Second Restated By-Laws of Nottingham Country Community Improvement Association, Inc. (Dated November 20, 2018)**. The Association's dedicatory instruments are subject to being supplemented, amended or changed. Any questions regarding the dedicatory instruments of the Association may be directed to the Association, C/O SCS Management Services (*see* letterhead contact information on page 1 hereof). The Association's website is *www.nottinghamcountry.org*."

SIGNED on this the 27 day of November, 2018.

NOTTINGHAM COUNTRY COMMUNITY  
IMPROVEMENT ASSOCIATION, INC. 102

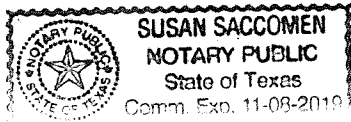
By: *Don Mach*  
DON MACH, President

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared DON MACH, President of NOTTINGHAM COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27<sup>th</sup> day of November, 2018.



*Susan Saccomen*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After recording, return to: *//*

SCS Management Services, Inc.  
7170 Cherry Park Drive  
Houston, Texas 77095

**SECOND RESTATED BY-LAWS OF  
NOTTINGHAM COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, INC.  
(EFFECTIVE DATE: 11-20-2018)**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is NOTTINGHAM COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, INC., hereinafter sometimes referred to as the "Association" or the "Corporation." The principal office of the corporation shall be located at such place within the State of Texas, County of Harris, as the Board of Directors may designate, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to NOTTINGHAM COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation and a Texas property owners' association, its successors and assigns.

Section 2. "Properties" shall mean and refer to those certain properties described in the official plats and in the Restrictions for Nottingham Country, Section One (1), of record in the Office of the County Clerk of Harris County, Texas (under County Clerk's File No. D649702); Restrictions for Nottingham Country, Section Two (2), of record in the Office of the County Clerk of Harris County, Texas (under County Clerk's File No. E066394); Restrictions for Nottingham Country, Section Three (3), of record in the Office of the County Clerk of Harris County, Texas (under County Clerk's File No. E616795); Restrictions for Nottingham Country, Section Four (4), of record in the Office of the County Clerk of Harris County, Texas (under County Clerk's File No. E253600); Restrictions for Nottingham Country, Section Six (6), of record in the Office of the County Clerk of Harris County, Texas (under County Clerk's File No. F390729); Restrictions for Nottingham Country, Section Seven (7), of record in the Office of the County Clerk of Harris County, Texas (under County Clerk's File No. G003653); Restrictions for Nottingham Country, Section Eight (8), of record in the Office of the County Clerk of Harris County, Texas (under County Clerk's File No. G712708); Restrictions for Nottingham Country, Section Nine (9), of record in the Office of the County Clerk of Harris County, Texas (under County Clerk's File No. H075347); and Restrictions for Mason Creek Park, Section One (1), of record in the Office of the County Clerk of Harris County, Texas (under County Clerk's File No. G180262); as well as any additional properties which may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area", if any, shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to that portion of any of the plots of land shown upon any recorded Subdivision map of the Properties on which there is or will be built a single family dwelling, with the exception of the Common Area(s) and designated reserves.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Covenants" shall mean and refer to the Restrictions for Nottingham Country, Section One (1), Restrictions for Nottingham Country, Section Two (2), Restrictions for Nottingham Country, Section Three (3), Restrictions for Nottingham Country, Section Four (4), Restrictions for Nottingham Country, Section Six (6), Restrictions for Nottingham Country, Section Seven (7), Restrictions for Nottingham Country, Section Eight (8), Restrictions for Nottingham Country, Section Nine (9) and Restrictions for Mason Creek Park, Section One (1) per the Maps or Plats thereof and any additions, amendments and/or supplements thereto, as well as the Covenants for any additional Sections which may hereafter be brought within (annexed into) the jurisdiction of the Association.

Section 7. "Members" shall mean and refer to those persons entitled to membership as provided in the Covenants and these By-Laws. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Each Owner shall, upon and by virtue of becoming an owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for the transfer of membership in the Association. Membership in the Association is expressly limited to the Owners of Lots, such ownership being the sole qualification for membership.

Section 8. "Suspended Members" shall mean and refer to those persons who are Members of the Association whose membership has been suspended as set forth hereinafter. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, or should a Member for any reason be a judgment debtor of the Association, the right to use the recreational facilities and common areas of such Member may be suspended by the Board of Directors until such assessment or judgment has been paid in full. Such rights of a Member may be suspended after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rule or regulation established by the Board of Directors governing the use of the Common Area and recreational facilities, if any.

### **ARTICLE III MEETINGS OF MEMBERS**

Section 1. Annual Meetings. An annual meeting of the membership (for election of Directors and for the transaction of such business as may properly come before the meeting) shall be

held on the first (1st) Tuesday in December of each year, at 7:00 o'clock p.m. The Board of Directors may change the annual meeting date by notifying the Members in writing at least ten (10) days prior to the regular annual meeting date. If the day of the annual meeting is a legal holiday, the Board of Directors may designate an alternate date of the annual meeting, such alternate date being with thirty (30) days of the original meeting date. Additional regular meetings of the membership may be scheduled by the Board of Directors, if such meetings are deemed necessary.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote at least twenty-five percent (25%) of the membership.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Covenants, or these By-Laws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days (but not more than 60 days) before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of fifty (50) Members, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Covenants, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Members may be represented at any meeting in person or by a legitimate proxy in form approved by the Board of Directors, by absentee ballot, or by electronic ballot; however, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a Quorum only for items appearing on the ballot. Except as otherwise provided by the Texas Business Organizations Code ("TBOC"), Texas Nonprofit Corporation Law (the "Act," being Chapter 22 of the TBOC), the Covenants, the Articles of Incorporation, or these Bylaws, the vote of Members holding, in the aggregate, a majority of the votes entitled to be cast by those Members present or voting by a legitimate proxy in form approved by the Board of Directors, by absentee ballot, or by electronic ballot, at a called meeting at which a Quorum is present, will be the act of the Members; however, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

Proxies and ballots must be signed by the Member. As specified in the meeting notice or on the proxy and/or ballot approved by the Board, Members may vote pursuant to any approved

available method authorized pursuant to the applicable provisions of Chapter 209, Title 11, Texas Property Code.

Section 5. One (1) Vote Per Lot/Proxy Voting. When more than one person owns an interest in any Lot, all such persons shall be Members. The vote of such Lot shall be exercised as they among themselves determine, but, in no event shall more than one (1) vote or ballot be cast with respect to a Lot. A Member may vote at any meeting of the membership either in person or by proxy executed in writing by the Member, or by his duly authorized attorney-in-fact. Proxies shall be filed with the Secretary of the Association before or at the time of the meeting and shall automatically cease upon conveyance by the member of his Lot. Each proxy shall be revocable and shall specify the meeting or action to which it applies. General proxies shall not be permitted.

Section 6. Cumulative voting shall not be allowed.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1. Board of Directors. The affairs of the Association shall be managed by a Board of eight (8) Directors, all of whom must be members of the Association. Each Director elected shall serve until his successor shall have been duly elected and qualified.

Section 2. Staggered Terms of Office. Each Director shall be elected for a term of two (2) years. Four (4) Board positions will be filled in odd years and four (4) Board positions will be filled in even years. The members shall elect the Directors for a term of two (2) years to fill each expiring term.

Section 3. Solicitation of Director Candidates Prior to Annual Election. At least ten (10) days before the Association disseminates absentee ballots or other ballots to its Members for purposes of voting in a Board member election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10th day after the date the Association provides the required notice. The notice must be:

(1) mailed to each owner; or

(2) provided by: (A) posting the notice in a conspicuous manner reasonably designed to provide notice to Association 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 maintained by the Association or other internet media; and

(B) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association.

Each candidate may, but shall not be required to, provide biographical information to the Association to be included with the other information forwarded to the Members of the Association.

Nominations may also be made from among Members of the Association. Nominations shall be taken from the floor at the annual meeting prior to conducting the vote; provided, however, that any person nominating another shall certify to the willingness of the nominee to serve, if the latter is not in attendance.

The election may be conducted, in whole or in part, by mail; provided, however, that members attending the Annual Meeting in person may vote (their individual vote, as well as any proxies they hold) by written ballot. The Board of Directors may approve and distribute proxy and/or ballot forms it deems appropriate. The election results shall be announced at the Annual Meeting, including the number of ballots cast for each candidate. The candidates receiving the largest number of votes cast are elected. The Vote shall be conducted in accordance with, and subject to, the applicable provisions of Chapter 209, Title 11, Texas Property Code.

Section 4. Removal. Any elected director may be removed from the Board, with or without cause, by a majority vote of a quorum of Members present at an Association membership meeting called for that purpose. Any appointed Director may be removed from the Board, with or without cause, by a majority vote of the Directors at any regular or special Board meeting, open to Members attending.

Section 5. Vacancies. In the event of death, resignation or removal of a director, his successor shall be appointed by an affirmative vote of a majority of the remaining Directors, even though such majority may constitute less than a quorum of the Board of Directors, and shall serve for the unexpired term of his predecessor should such term expire at the next annual meeting of the membership. Should such term not expire at the next annual meeting, the designated successor shall serve until the next annual election, at which time the position shall come before the Members for a confirmation vote on the balance of the term of that position.

Section 6. Compensation. No director shall receive compensation for any services he may render to the Association; provided, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Disqualification. 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 twenty (20) years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

Section 8. Removal for Failure to Attend. Any Director who has failed to attend three (3) consecutive regular Board meetings may be removed from the Board of Directors by majority vote of the remaining Directors of the Association.

## ARTICLE V MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least four (4) times per annum, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting date fall upon a legal holiday, the meeting will be re-scheduled for another date and time as determined by a majority of the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors after notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting (Unanimous Consent). Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the members of the Board of Directors. Such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Board Meetings Open to Members Attending. Notwithstanding any other provision contained in these By-Laws, regular and special meetings of the Board of Directors are open to Members attending, and there must be at least 72 hours advance notice to owners regarding the date, time and location of Board meetings (except for certain matters allowed for executive sessions and other forums, subject to statutory compliance). Such notice must be posted in a conspicuous manner on common area property or on private property with the owner's permission and on the Association's website (i.e., if the Association has a website). Matters for executive session (not open to Membership attendance) include, but may not be limited to, the following: actions involving personnel; pending or threatened litigation; contract negotiations; enforcement actions; confidential communications with the Association's attorney; matters involving invasion of privacy of Owners; and other matters that are confidential by request of an affected party and agreement of the Board. Executive session minutes must be kept (in general terms) and include an explanation of approved expenditures, if any.

The Board may not, unless done in an open meeting for which prior notice was given to owners, consider or vote on any of the following: (1) fines; (2) damage assessments; (3) initiation of foreclosure actions; (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (5) increases in assessments; (6) levying of special assessments; (7) appeals from a denial of architectural control approval; (8) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner'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 that increases the budget by more than 10 percent; (12) the sale or purchase of real property; (13) the filling of a vacancy on the board; (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (15) the election of an officer.

## ARTICLE VI POWERS OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the following rights and powers:

(a) to adopt and publish rules and regulations governing the use of the Common Areas and recreational facilities, if any, and the personal conduct of the Members, their Delegates and their Guests, thereon, and to establish penalties for the infraction thereof;

(b) to suspend the right to use the recreational facilities (if any) and common areas during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules or regulations regarding use of a common area;

(c) to exercise for the Association all powers, duties and authority vested in or designated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Covenants;

(d) to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) to employ a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe their duties and terms of employment; and

(f) to exercise such other rights and powers granted under the Covenants, the Articles of Incorporation or these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record (i.e., minutes) of all its acts and corporate affairs and to present a financial statement to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

(c) as more fully provided in the Covenants, to:

(1) fix the amount of the annual assessment against properties subject to the jurisdiction of the Association at least thirty (30) days in advance of each annual assessment period, and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payments thereof; and

(2) send at least thirty (30) days written notice of each assessment to every Owner subject thereto in advance of each annual assessment period;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a statement setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for issuance of these statements. If such statement states an assessment has been paid, such shall be conclusive evidence of such payment;

(e) procure and maintain such liability and hazard insurance as deemed appropriate on any property or facilities owned or maintained by the Association;

(f) cause any officers or employees having fiscal responsibilities to be bonded, as deemed appropriate; and

(g) Cause the Common Area(s), if any, to be maintained.

## **ARTICLE VII OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors held after the annual membership meeting each year.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or is otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of

receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A Vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers of the Association are as follows:

#### President

- a. The president shall preside over all meetings of the Board of Directors and membership, deciding all questions of procedure and order.
- b. The president shall sign all approved written instruments of the Association, including, but not limited to leases, mortgages and deeds.
- c. The president shall formulate goals and plans for the year and present them to the Board of Directors or the membership, as appropriate, for approval.
- d. The president shall execute all orders, resolutions and motions of the Board of Directors and/or the membership.
- e. The president shall serve as Ex-Officio member of all committees.

#### Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

#### Secretary

- a. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members and submit all minutes at subsequent meetings for approval.
- b. The secretary shall serve notice of meetings of the Board of Directors.

c. The secretary shall keep appropriate current records showing the Members of the Association together with their addresses.

d. The secretary shall perform such other duties as required by the Board of Directors.

#### Treasurer

a. The treasurer shall be responsible for maintaining the records of financial accounts of the Association.

b. The treasurer shall be responsible for depositing receipts and disbursing expenses of the Association as directed by the Board of Directors.

c. The treasurer shall be responsible for maintaining a record of physical assets of the Association that are currently in use and shall notify the Secretary of any change in status.

d. The treasurer shall be responsible for maintaining a depository for physical assets when not in use.

e. The treasurer shall be responsible for preparation of legal returns required by taxing authorities.

f. The treasurer shall be responsible for preparing the budget for approval by the Board of Directors, including tentative drafts to be presented to the Board of Directors.

g. The treasurer shall be responsible for preparation of an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and shall make copies of these documents available to each Member of the Association for purchase at a reasonable cost.

h. The treasurer shall cause an annual audit of the Association's books to be made after the completion of each fiscal year as directed by the Board of Directors.

Regarding the duties of the Secretary and/or Treasurer only, the Board of Directors may approve the delegation of certain duties to the Association's managing agent. However, if certain duties are so delegated, it shall remain the duty of the Secretary or Treasurer, as applicable, to oversee all such matters and to keep the Board of Directors informed relative thereto.

### **ARTICLE VIII COMMITTEES**

Section 1. Committee Appointments. At its discretion, the Board of Directors may appoint committees, as provided in the Declaration and these By-Laws, as deemed appropriate for carrying out its purposes. These committees may include, but are not limited to:

- a) Architectural Control Committee - as provided in the Covenants.
- b) Deed Restriction Committee - to advise the Board of Directors regarding the current status of deed restriction enforcement matters, and to perform such other functions as the Board in its discretion determines.
- c) Landscape Committee - to advise the Board of Directors regarding the maintenance, planting, irrigation and aesthetics of the entrances, esplanades, green belt areas and common areas, and to perform such other functions as the Board in its discretion determines.
- d) Environmental Committee - to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and to perform such other functions as the Board in its discretion determines.
- e) Community Relations Committee - to inform the members and residents of all activities and functions of the Association. The Director in charge of community relations, will consult with the Board of Directors prior to making public releases and announcements as determined by the Board to be in the best interest of the Association, and will coordinate community events that will benefit the entire Nottingham Country Community within budgetary guidelines set forth by the Board of Directors.
- f) Security Committee - to advise the Board of Directors regarding issues concerning the security and safety of the community, and to perform such other functions as the Board in its discretion determines.

Section 2. Function of Committees. It shall be a function of each committee to solicit inquiries from Members on any matter involving Association duties and activities within its field of responsibility. The committee shall handle such inquiries or refer them to the appropriate committee, director or officer of the Association.

## ARTICLE IX INDEMNIFICATION OF DIRECTORS AND OFFICERS

Pursuant to the TBOC and any other applicable Texas law, the Corporation may indemnify any director or officer (or former ones) for expenses and costs, including attorney's fees, which are actually and necessarily incurred in connection with any claim asserted by reason of being or having been a director or officer only if it is determined that the person's actions were conducted in good faith and were reasonably believed to be in the Corporation's best interest relative to conduct in any official capacity and that, in all other cases, the conduct was at least not opposed to the Corporation's best interest. In regard to criminal proceedings, the Corporation must find that there was no reasonable cause to believe the conduct was unlawful. The intent of this By-Law provision is to

allow the Corporation, by majority vote of its Board of Directors, to indemnify its directors and officers to the maximum extent allowed by law without the necessity of a vote of the membership.

Further, the Board of Directors may purchase and maintain insurance against any liability whether or not the Corporation has the power to indemnify against that liability, to the extent that the majority of the Board feels that such insurance is reasonable and necessary.

## **ARTICLE X BOOKS AND RECORDS**

The books, records and papers of the Association shall, upon reasonable notice to the Secretary of the Association, during reasonable business hours, be subject to inspection by any Member. The Covenants, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at a convenient location to be designated by the Board of Directors, where copies thereof may be purchased at a reasonable cost.

In accordance with applicable Texas statutory law, the Association has recorded a Records Retention Policy and a Records Production Policy in the Official Public Records of Real Property of Harris County, Texas. Such recorded Policies are subject to change, and any modified, amended and/or updated Policy or Policies will be recorded in the Official Public Records of Real Property of Harris County, Texas.

## **ARTICLE XI ASSESSMENTS**

As more fully described in the Covenants, each Member is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner(s) personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees for such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area(s), if any, or services provided by the Association or by abandonment of his Lot.

## **ARTICLE XII PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

Each Member shall be entitled to the use and enjoyment of the Common Area(s) and recreational facilities, if any, owned by the Association. Any Member may delegate in writing his rights of enjoyment of the Common Area(s) and recreational facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the

Secretary in writing of the name of any such delegate(s). The rights and privileges of such delegates are subject to the rules and regulations, By-Laws, Articles of Incorporation and Covenants of the Association to the same extent as the Member.

**ARTICLE XIII  
AMENDMENTS**

Section 1. Amendment. These By-Laws may be amended or supplemented by the affirmative vote of a majority of those Members present, in person or by proxy (or ballot), at an Annual or Special Meeting of the Members, with notice of the proposed amendment(s), at which meeting a quorum is present. Notwithstanding the foregoing, the Association's Board of Directors may, by majority vote, amend these By-Laws for the limited purposes of bringing them into compliance with mandatory provisions of Federal statutory law or Texas statutory law (e.g., Chapter 209, Title 11 of the Texas Property Code). These By-Laws, as amended, are intended to comply with any and all Texas statutory requirements applicable to property owners' associations such as this Association, and shall be construed and interpreted so as to be in compliance with any such statutory requirements.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

**ARTICLE XIV  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

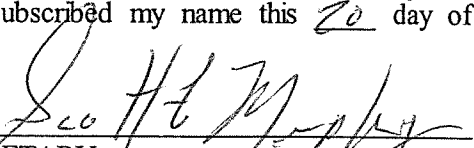
**CERTIFICATION**

I, the undersigned, do hereby certify:

**THAT** I am the duly elected and acting secretary of the NOTTINGHAM COUNTRY COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas Non-Profit Corporation; and

**THAT** the foregoing Second Restated By-Laws constitute the By-Laws of said Association, as fully adopted at a duly called meeting of the Membership, held on the 20th day of November, 2018.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name this 20<sup>th</sup> day of November, 2018.

  
SECRETARY  
Printed Name: Scott H. Murphy

FILED FOR RECORD

8:00:00 AM

Friday, December 7, 2018

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Friday, December 7, 2018



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS