



**Amended and Restated
Bylaws
of
Boca Raton
Homeowners' Association, Inc.**

ARTICLE 1

**General Provisions;
References and Definitions**

SECTION 1. References. Reference is made for all purposes to the Declaration of Covenants, Conditions and Restrictions for Boca Raton filed for record in the Official Public Record of Real Property of Galveston County, Texas under Film Code No. 008-01-1817 (said declaration and any amendments or Supplemental Declarations thereto being herein collectively called the "Declaration").

SECTION 2. Association. This corporation is the identical corporation which is referred to as the "Association" in the Declaration. This corporation (hereinafter, the "Association") shall have all the rights, powers, privileges and authority vested in it under the Declaration and shall carry out all the functions and responsibilities therein assigned and those which may hereafter be assigned to the Association under the Declaration or otherwise.

SECTION 3. Definitions. Except as otherwise defined in these By-laws, all terms which are defined in the Declaration shall, when used herein, have the same meaning as that set forth in the Declaration.

ARTICLE II

Functions of the Association

SECTION 1. Purpose. The purposes for which the Association is formed are to administer, maintain and preserve the Properties; to exercise the duties and prerogatives provided for the Association in the Declaration; to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas may now or hereafter have or exercise; and, to the extent permitted by law, to do any and all other things necessary to implement or accomplish the purposes set forth in the Declaration and these By-laws. To carry out said purposes properly, the Association shall, to the extent permitted or required by the Declaration, at the discretion of its Board of Directors, perform the following functions,

and the exercise of such functions shall be deemed to be within the scope of activities contemplated by the Articles of Incorporation and the Declaration:

- (a) Accept conveyances of, own, sell, and encumber any common area existing or hereafter created (the "Common Area").
- (b) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration and Articles of Incorporation.
- (c) Enforce the decisions and rulings of the Association.
- (d) Enforce all restrictions, covenants, easements, and liens provided in the Declaration.
- (e) Lease, provide, control, maintain and operate the common areas.
- (f) Do all things necessary for the upkeep, repair and maintenance of all Common Areas and the placement of improvements, fixtures, and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures, and equipment.
- (g) Provide for the landscaping of the Common Areas necessary to provide a uniform scheme of landscaping for the Properties as a whole.
- (h) Do all things necessary for the upkeep, repair and maintenance of the Common Areas, including obtaining the agreement of any appropriate governmental entity to assume the maintenance obligation for the street within the Common Areas.
- (i) Fix, levy, collect and enforce payment by any lawful means, of all charges and assessments pursuant to the terms of the Declaration, including, but not limited to, the right to foreclose the lien against any Lot(s).
- (j) Participate in, and enforce the results of the Architectural Control Committee, to the extent provided in the Declaration.
- (k) Do all other things necessary or desirable in the opinion of the Association to keep the Properties and the Common Areas in neat and good order, or which it considers of general benefit to the Owners of the Lots, it being understood that the judgment of the Association with respect to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.
- (l) Set and establish the amount of the assessments or charges which may be imposed by the Association pursuant to the Declaration, and hold and administer the funds generated by such assessments and other charges in the manner and for

the purposes contemplated by and in accordance with the terms and provisions of the Declaration and these By-laws.

(m) Acquire by gift, purchase, or otherwise own, hold, improve upon, build, enjoy, operate, maintain, convey, sell, lease, transfer, mortgage, dedicate for public use, or otherwise dispose of, real or personal property in connection with the business of the Association, all in accordance with the terms of the Declaration and these By-laws.

(n) Borrow money in the name of the Association for the purpose of carrying out the corporate affairs, with the consent (either by written instrument or by voting at a meeting duly called for such purpose) of a majority of the Board of Directors. However, in no event may the Association lend, contract for a loan or issue evidences of indebtedness to any member of the Board of Directors, officers or Disqualified Persons (as that term is defined in Section 4946[a] of the Internal Revenue Code of 1986 [the "Code"] or any amendment or successor thereto). Moreover, the Board of Directors of the Association who vote for or assent to the making of a loan to a member of the Board or officer of the Association or to such Disqualified Person and any officer or officers participating in the making of such loans, shall be jointly and severally liable to the Association for the amount of such loans until the full repayment thereof.

(o) Participate in mergers and consolidations with other nonprofit Associations organized for the same purposes.

(p) Exercise jurisdiction and control over any property (including the Common Areas) made subject to the jurisdiction of the Association in accordance with the terms of the Declaration.

SECTION 2. Area. The activities of the Association shall be limited to (i) the Properties, (ii) the Common Areas, and (iii) such other areas as may hereafter voluntarily or through the operation of conditions, covenants, restrictions, Supplemental Declaration, easements, reservations or charges pertaining to the same be placed under or submitted to the jurisdiction of the Association.

ARTICLE III

Members

SECTION 1. Annual Meeting. The annual meeting of the Members shall be held in the month of April in each year, at a time to be chosen by the Board of Directors, or on such date within one hundred twenty (120) days after the end of the Association's fiscal year as the Board of Directors shall designate. The purpose of the annual meeting of the Members shall be electing the Board of Directors and for the transacting of such other

business as may come before the meeting. If the election of the Board of Directors shall not be held on the day designated herein for any annual meeting of the Members or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

SECTION 2. Presiding Officer and Conduct of Meetings. The President of the Association shall preside at the meeting of the Members and shall automatically be the Chairman of all meetings of the Members, unless a different person is elected by a majority of the votes at such meeting. Meetings of Members generally shall follow accepted rules of parliamentary procedure.

SECTION 3. Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Board of Directors, a majority of the Board of Directors, or upon written request of twenty-five percent (25%) of members entitled to vote at such meetings.

SECTION 4. Place of Meeting. The Board of Directors may designate any place in Galveston County, Texas, as the place of meeting for any annual or special meeting. If no designation is made, the place of the meeting shall be the registered office of the Association in the State of Texas.

SECTION 5. Notice of Meeting. Written notice of the annual meeting and each Special 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 15 days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of 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 6. Fixing of Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the Board of Directors may, by resolution, fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than fifty (50) days and, in case of a meeting of Members, not less than ten (10) days prior to the date on which the particular action, requiring such determination of Members, is to be taken. If no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date on which notice of the mailing is mailed shall be the record date for such determination of Members.

SECTION 7. Voting Lists. The Secretary or officer having charge of the books of the Association shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address and the number of votes held by each. This list, for a period of ten (10) days prior to such meeting, shall be kept on file by the Secretary of the Association and shall be subject to the inspection by any member at any time during usual business hours. This list shall also be produced and opened at the time and place of the meeting and shall be subject to the inspection by any Member during the whole time of the meeting. The books of the Association shall be prima facie evidence as to who are the Members entitled to examine such list or books or to vote at any meeting of Members. Failure to comply with the requirements of this Section shall not affect the validity of any action taken at such meeting.

SECTION 8: Quorum.

(a) In General. The presence at any meeting of Members (in person or by proxy) of one-tenth (1/10) or more of the votes of the membership shall constitute a quorum at any such meeting of Members for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

(b) For Association business OTHER than Board of Director Elections: If, however, a 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 an announcement at the meeting, until a quorum as aforesaid shall be present or represented.

(c) For Board of Director Elections: If quorum is not present or represented, the meeting shall be adjourned without notice other than an announcement at the meeting, and immediately reconvened for the sole purpose of election of directors. At the reconvened meeting, quorum shall be all those members counted as present whether in person or by proxy, absentee ballot, electronic ballot, or any other method of representative or delegated voting. Directors shall be elected by a majority of those votes. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding that withdrawal of enough Members will leave less than a quorum.

SECTION 9. Proxies. 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

SECTION 10. Voting. Unless otherwise required by the Articles, these By-laws, or the Declaration, Members shall be entitled to vote on all matters presented at any meeting of the Members.

SECTION 11. Cumulative Voting. There shall be no cumulative voting whatsoever permitted on any matter.

SECTION 12. Action by Members Without Meeting. Any action required to be taken at a meeting of the Members, or any other action which may be taken at meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE IV

Board of Directors

SECTION 1. General Powers. The business and affairs of the Association shall be managed by its Board of Directors.

SECTION 2. Nomination. Any Member of the Association may serve on the Board of Directors. Members who wish to be candidates for the Board of Directors must notify the Secretary not later than thirty (30) days before the annual meeting. If no Member notifies the Secretary, then nominations may be made from the floor at the annual meeting.

SECTION 3. Election. Election to the Board of Directors shall be by signed written ballot when the number of candidates exceeds the number of positions to be elected in any given year. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declaration. There shall be no cumulative voting. The persons receiving the largest number of votes shall be elected. Election of directors by acclamation vote is made when elections are uncontested.

SECTION 4. Number, Tenure, and Qualifications.

(a) The number of directors of the Association shall be five (5) but the number of directors may be increased or decreased (provided the decrease does not shorten the term of any incumbent director) from time to time by amendment of these By-laws, but shall never be less than one (1).

(b) Directors shall be elected for two (2) year alternating terms with three directors elected during odd numbered years and two directors elected during even numbered years.

SECTION 5. Regular Meetings. A regular meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of Members, or at a time and place decided by the Board of Directors and announced prior to adjournment of the annual meeting of Members. Announcement of regular or special meetings of the

Board of Directors may be made by electronic means, regular mail, or as determined by the Board to comply with Texas statutes. Meetings of the Board of Directors are open to all Members, unless the Board adjourns into Executive Session.

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, in Galveston County, Texas, as the place for holding any special meeting of the Board of Directors called by them, providing the required notice of the meeting is given to each Director and the Members.

SECTION 7. Notice. Notice of any special meeting of the Board of Directors shall be given at least three (3) days previously thereto by a written notice delivered personally, by electronic means, mailed to each director at his business address, or by telecopier. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by EMAIL or telecopier, such notice shall be deemed to be delivered when the telecopier transmission or EMAIL is sent and confirmed. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors needs to be specified in the notice or waiver of notice of such meeting.

SECTION 8. Quorum. A majority of the number of directors fixed by these By-laws shall constitute a Quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 9. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 10. Vacancies. A vacancy on the Board of Directors caused by resignation, death, or disability may be filled by appointment by the Board to the unexpired term. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces. Board Members whose terms have expired must be elected. Openings on the Board due to removal must be filled via an election.

SECTION 11. Removal. The entire Board of Directors or any individual director may be removed from office without assigning any cause, by a majority vote of the Members at any meeting at which a quorum of twenty-five percent (25%) of Members is present. In case the entire Board or any one (1) or more of the directors are so removed, new directors may be elected at the same meeting for the unexpired term of the director or directors so removed. Failure to elect directors to fill the unexpired term of the directors so removed shall be deemed to create a vacancy or vacancies in the Board of Directors that may be filled by a special election.

SECTION 12. Compensation. No director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 13. Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors in which action on any Association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 14. Interest of Directors in Contracts. Any contract or other transaction between the Association and one (1) or more of its directors, or between the Association and any firm of which one or more of its directors are members or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors of the Association, which acts upon, or in reference to, such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve, and ratify such contract or transaction by a vote of a majority of the directors present, such interested director or directors to be counted in determining whether a quorum is present, but not to be counted in calculating the majority of such quorum necessary to carry such votes. This section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

SECTION 15. Action by Directors without Meeting. Any action 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, or by EMAIL, setting forth the action so taken, shall be signed by all the members of the Board of Directors, as the case may be, and recorded in the minutes of the next regular meeting of the Board. Members of the Board of Directors, or members of any committee designated by such Board, may participate and hold a meeting of the Board of Directors by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other,

and participation in such meeting pursuant to a conference call or similar communications equipment shall constitute presence in person at such meeting.

SECTION 14. Reliance on Reports, Etc. A director in the discharge of duty imposed or power conferred on such director, may rely in good faith and with ordinary care on information, opinions, reports, or statements concerning the Association or another person, that were prepared or presented by officers or employees of the Association, legal counsel, public accountants, or a committee of the Board of Directors of which the director is not a member.

ARTICLE V

Officers

SECTION 1. Number. The officers of the Association shall be a President, one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Two (2) or more offices may be held by the same person except that no person may simultaneously hold both the office of President and the office of Secretary, and no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation, the Declaration or these By-laws to be executed, acknowledged, or verified by two or more officers.

SECTION 2. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until this death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association would be served thereby, but such removal shall be without the prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not of itself create contract rights.

SECTION 4. Vacancies. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise

and control all business and affairs of the Association. He may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, certificates for votes of the Association. He may agree upon and execute any deeds, mortgages, bonds, contracts, and other obligations in the name of the Association. In general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. The Vice President. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice President (or in the event there be more than one (1) Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restriction upon the President. Any Vice President may sign, with the Secretary or an Assistant Secretary, certificates for votes of the Association; and shall perform such other duties as from item to time may be assigned to him by the President or by the Board of Directors. Vice Presidents of the Association are charged with recommending enforcement of the covenants and rules of the Association, and will chair any committee of Members appointed for enforcement of the covenants and rules of the Association.

SECTION 7. The Secretary. The Secretary shall:

- (a) Keep the minutes of the Members' and the Board of Directors' meetings;
- (b) See that all notices are duly given in accordance with the provisions of these By-laws or as required by law;
- (c) Be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized;
- (d) Shall have charge of the Association books; and
- (e) In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors may determine. He shall:

- (a) Have charge and custody of and be responsible for all funds of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such

banks, trust companies, or other depositories in the manner prescribed by the Board of Directors; and

(b) In general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 9. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President of the Board of Directors. The Assistant Secretaries and Assistant Treasurers shall exercise the powers of the Secretary and the Treasurer, respectively, during that officer's absence or inability to act. The First and Second Vice Presidents will normally serve as Assistant Secretary and Assistant Treasurer, as determined by the Board.

SECTION 10. Committees. The Board of Directors may serve as the Architectural Control Committee (ACC) should all ACC members resign without appointing replacements as provided for in the Declaration. The Board of Directors may create permanent or *ad hoc* committees as required to carry out functions of the Association.

SECTION 11. Compensation. No officer shall receive compensation for any service he may render to the Association. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 12. Reliance on Reports, Etc. An officer, in the discharge of duty imposed or power conferred on such officer, may rely in good faith and with ordinary care on information, opinions, reports, or statements concerning the Association or another person, that were prepared or presented by other officers or employees of the Association, committee chairs, legal counsel, or public accountants.-

ARTICLE VI

Contracts, Checks, Drafts, Bank Accounts, Etc.

SECTION 1. Contracts. The Board of Directors, except as otherwise provided by these By-laws and the Declaration, 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 deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors or expressly authorized by these By-laws of the Declaration, 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 for any account.

SECTION 2. Loans. No loan shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by the Declaration or by a vote of the Board of Directors.

SECTION 3. Checks, Drafts, Etc. 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 by the President and one other director or officer on behalf of the Association, or by such other Directors or officers in such a manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. 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 of Directors 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 or the Association to whom such power may be delegated by the Board of Directors, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.

ARTICLE VII

Self-Dealing: Indemnification

SECTION 1. Transactions with Directors and Officers. All Contracts, transactions and acts entered into by the Directors or Officers on behalf of the Association shall be at arm's length and not violative of the limitations provided in the Articles of Incorporation or these By-laws 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 may hereafter be amended, or if such contract or transaction is at prices or rates which 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 Directors or officers be obligated to inquire into the authority of the Directors and officers to enter into and consummate any contract, transaction, or other action.

SECTION 2. Indemnity of Directors and Officers.

(a) Generally. Except as provided in Subsection (g) of this Section 2, the Association shall indemnify every Officer, member of the Board of Directors, and committee member (each, and "Indemnified Party") against any and all liabilities and expenses, including legal fees, incurred by or imposed upon such Indemnified Party in connection with any action, claim, demand, suit, or other proceeding (each

a "Proceeding") to which he or she may be a party by reason of being or having been an officer, director, or committee member. This indemnification shall also apply to any liability and expenses incurred with the settlement of any Proceeding, if such settlement is approved in advance by the then Board of Directors. The Association shall also indemnify and forever hold each Indemnified Party free and harmless against any and all personal liability to others on account of any contract or commitment made by them, in good faith, on behalf of the Association, except to the extent such Indemnified Party may also be a Member of the Association.

(b) Continuation. Indemnification under this Section 2 shall continue as to each Indemnified Party who has ceased to serve in the capacity which initially entitled such Indemnified Party to the indemnity hereunder. The rights granted pursuant to this Section 2 shall be deemed contract rights, and no amendment, modification or repeal of this Section 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

(c) Advance Payment. The right to indemnification conferred in this Section 2 shall include the right to be paid or reimbursed by the Association the reasonable expenses incurred by an Indemnified Party who was, or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and with any determination as to the Indemnified Party's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any Indemnified Party in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Association of a written affirmation by such Indemnified Party of his or her good faith belief that he has met the standard of conduct necessary for the indemnification under this Section 2 and a written undertaking, by or on behalf of the Indemnified Party, to repay all amounts so advanced if it shall ultimately be determined that the Indemnified Party is not entitled to be indemnified in this Section 2 or otherwise.

(d) Appearance as a Witness. Notwithstanding any other provision of this Section 2, the Association may pay or reimburse expenses incurred by an Indemnified Party in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

(e) Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Section 2 shall not be exclusive of any other right which an Indemnified Party may have or hereafter acquire under any law.

(f) Insurance. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

(g) Limitation on Indemnification. No indemnification shall be provided under this Section 2 to any Indemnified Party with respect to any Proceeding in which an Indemnified Party shall be determined not to have acted in good faith with the care an ordinary prudent person in a like position would exercise under similar circumstances, committed fraud against the Association, or acted in a manner which he does not believe to be in the best interest of the Association.

ARTICLE VIII

Miscellaneous Provisions

SECTION 1. Offices. Until the Board of Directors otherwise determines, the registered office of the Association required by the Texas Nonprofit Corporation Act to be maintained in the State of Texas, shall be the principal place of business of the Association, but such registered office may be changed from time to time by the Board of Directors in the manner provided by law and need not be identical to the principal place of business of the Association.

SECTION 2. Notice and Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of these By-laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given of the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 3. Financial Records and Annual Reports. The Association shall maintain true and accurate current financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by, and copies provided if requested to, any Member, subject to procedures enacted by the Board of Directors.

SECTION 4. Procedure. Meetings of Members and of the Board of Directors shall be conducted in an orderly procedure as shall be determined by the presiding officer at such meetings. The presiding officer shall make all ruling and decisions on any motion or question to come before such meetings and his ruling shall be final and decisive.

SECTION 5. Fiscal Year. The fiscal year of the Association shall be January 1 to December 31 of each year.

SECTION 6. Relation to Articles of Incorporation and Declaration. These By-laws are subject to, and governed by, Texas State Law, the Articles of Incorporation and the Declaration. In the event of any conflict between any term of the Articles or these By-laws and the terms of the Declaration, the terms of the Declaration shall control to the extent the Declaration does not conflict with Texas law.

ARTICLE IX

Assessments

SECTION 1. Obligation for Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association certain annual assessments or charges and special 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. The assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property as provided in the Declaration imposing such assessment. Interests, costs and reasonable attorney's fees of any action taken by the Association to collect such assessment shall be added to the amount of such assessment and shall be deemed to debt to the Association secured by and enforceable in the same manner as provided for in the Declaration regarding payment of annual assessment or charges. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of his property, whether owned or leased.

SECTION 2. Special Handling Charges. In order to defray additional administrative costs resulting from late payment of assessments, the return of checks and drafts delivered to the Association in payment of any monetary obligation to the Association due to non-sufficient funds, the closing of an account or any other reason resulting in dishonor, and payment plans authorized under the Board Resolution implementing Texas law, there is hereby imposed a TWENTY-FIVE DOLLAR (\$25.00) service charge as to each of the following:

- (a) as to each annual assessment made under an agreed Payment Plan authorized by the Board of Directors;
 - (b) as to each and every check, draft or similar instrument delivered to the Association in payment of any monetary obligation to the Association which is subsequently dishonored for any reason without necessity for demand, notice of any kind or presentment for payment.
- and

(c) as to delinquent, unpaid annual assessment without an agreed Payment Plan which is not paid in full by the due date after mailing of the annual assessment notice are subject to the Board of Directors Schedule of Fines Resolution;

(d) The TWENTY-FIVE DOLLAR (\$25.00) service charge hereby imposed in (a) and (b) shall be due and payable immediately upon any occurrence of the above events, and shall be deemed a debt to the Association secured by and enforceable in the same manner as provided for in the Declaration regarding payment of annual assessments or charges.

SECTION 3. Duty to Notify Association of Change of Ownership of Tenancy. Each Owner is obligated to deliver written notice to the Association, by delivery in person, EMAIL, or mail, as to (i) change of address, (ii) the sale of any Lot within the subdivision or any interest in any Lot within the Subdivision, including in such notice the name(s) of all persons or entities purchasing at such sale, and (iii) the leasing or subletting of any lot within the subdivision, any interest therein and/or the residence thereon, including the name of all lessees under such tenancy and the term of such tenancy, and the forwarding address of such Owner/Lessor for purposes of notice under the Declaration and these By-laws.

ARTICLE X

Guidelines

The Board of Directors may from time to time promulgate guidelines regarding the use, maintenance, repair, replacement, modification and appearance of the subdivision.

ARTICLE XI

Amendments

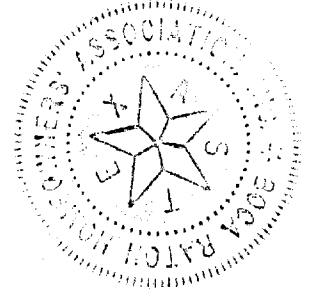
These By-laws may be altered, amended, or repealed, and new By-laws may be adopted, by the Directors, subject to repeal or change by action of the Members.

CERTIFICATE OF ADOPTION OF BY-LAW

The undersigned hereby certifies that these revised By-laws are the true and correct By-laws of the Association voted and adopted at the Board of Directors meeting duly held on the 25th day of January 2012.

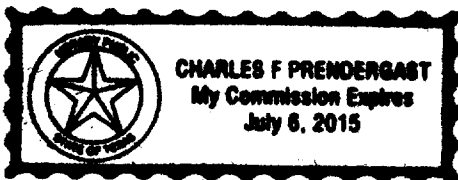
Dated and executed this 25th day of January 2012.

BY: Edward J. Dondzila
EDWARD J. DONDZILA, Board Member
Secretary



THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

THIS INSTRUMENT was **acknowledged** before me on this the 25th day of January, 2012, by Edward J. Dondzila, Secretary of Boca Raton Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Charles Prendergast
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan 2012004570

January 27, 2012 03:05:49 PM

FEE: \$80.00

Dwight D. Sullivan, County Clerk
Galveston County, TEXAS