AMENDED AND RESTATED BY-LAWS
OF
MEMORIAL PARKWAY COMMUNITY ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Memorial Parkway Community Association, a Texas Non-Profit Corporation, hereinafter referred to as the **"Association"**. The office of the Association is located at 21600 Cimarron Parkway, Katy, Texas 77450.

ARTICLE II

DEFINITIONS

"Articles of Incorporation" means the Articles of Incorporation of Memorial Parkway Community Association dated October 4, 1974.

"Board of Directors" or **"Board"** means the Association's Board of Directors.

"By-Laws" means the Amended and Restated By-Laws of Memorial Parkway Community Association. These By-Laws are applicable to all Properties.

"Dedicatory Instruments" means the governing documents covering the establishment, maintenance, and operation of the subdivision.

"Director" means a member of the Association's Board of Directors.

"Properties" means the real property depicted on the following subdivision plats:

Memorial Parkway Sections 1 and 2
Plat recorded in Volume 212, Page 102; Corrected Plat recorded in Volume 218, Page 132; and Partial Replat recorded in Volume 223, Page 117 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 3
Plat recorded in Volume 238, Page 102 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 4
Plat recorded in Volume 241, Page 27 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 5
Plat recorded in Volume 242, Page 34 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 6
Plat recorded in Volume 259, Page 108 and Corrected Plat recorded in Volume 279, Page 29 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 7
Plat recorded in Volume 259, Page 115 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 8
Plat recorded in Volume 273, Page 45 and Replat recorded in Volume 286, Page 102 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 9
Plat recorded in Volume 274, Page 120 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 10
Plat recorded in Volume 294, Page 142; Replat recorded in Volume 309, Page 27; Replat recorded in Volume 316, Page 120; and Partial Replat recorded in Volume 343, Page 123 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 11
Plat recorded in Volume 288, Page 18 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 13
Plat recorded in Volume 323, Page 106 of the Deed Records of Harris County, Texas.

Memorial Parkway Section 14
Plat recorded in Volume 324, Page 84 of the Deed Records of Harris County, Texas.

"Common Areas" means the following described real property and improvements thereon owned by the Association for the common use and enjoyment of the Members:

3.62 acres in the H. & T. B. RR Co Survey A-988 as described in that certain Warranty Deed dated July 21, 1981 between LB Development Properties, Inc., as Grantor and Memorial Parkway Community Association as Grantee, recorded under File No H067925, Film Code 190-96-2001 of the Real Property Records of Harris County, Texas.

Block 36 in Memorial Parkway Section 13 as described in that certain Warranty Deed dated September 19, 1985 between CINCO/MEMORIAL PARKWAY JOINT VENTURE, as Grantor and Memorial Parkway Community Association, as Grantee recorded under File No K621827, Film Code 051-77-0016 of the Real Property Records of Harris County, Texas.

Reserve C in Memorial Parkway Section 17 as described in that certain Warranty Deed dated October 4, 1991 between CINCO/MEMORIAL PARKWAY JOINT VENTURE, as Grantor and Memorial Parkway Community Association, as Grantee recorded under File No N460732, Film Code 010-48-1774 of the Real Property Records of Harris County, Texas.

"Lot" means a plot of land shown on a recorded subdivision plat of the Properties with the exception of the Common Areas and commercial reserves excluded from the scope of the Declarations.

"Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner is subject to the terms and conditions of the By-Laws, the Articles of Incorporation, and these Declarations.

"Declarations" means the following described Declarations of Covenants, Conditions and Restrictions along with any and all amendments and corrections thereto:

Memorial Parkway Sections 1 and 2
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No E280210, Film Code 111-07-2485; Amendment of Declaration of Covenants, Conditions and Restrictions recorded under File No E443386, Film Code 121-05-1639 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 3
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No E848027, Film Code 146-09-0027 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 4
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No E975243, Film Code 154-11-1988; Correction to Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No F058185, Film Code 159-18-0126 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 5
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No E975244, Film Code 154-11-2009; Correction to Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No F058186, Film Code 159-18-0129 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 6
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No F594646, Film Code 194-18-1327 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 7
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No F594647, Film Code 194-18-1347 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 8
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No F693309, Film Code 101-87-0603; Amendment of Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No G050192, Film Code 125-97-0950 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 9
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No F693307, Film Code 101-87-0572 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 10
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No G718585, Film Code 169-83-2329; Amendment of Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community

Association recorded under File No H998127, Film Code 049-95-1077 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 11
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No G106973, Film Code 129-96-1583 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 13
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No J474668, Film Code 080-83-2553 of the Real Property Records of Harris County, Texas.

Memorial Parkway Section 14
Declaration of Covenants, Conditions and Restrictions, Memorial Parkway Community Association recorded under File No J619860, Film Code 089-89-2527 of the Real Property Records of Harris County, Texas.

"Member" means any person or entity who is an Owner in any Lot which is subject to assessment by the Association as provided in the Declarations and Articles of Incorporation.

"Subdivision" means the Memorial Parkway subdivision, and all additions, annexations and/or modifications thereto.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Members shall be held on the first Tuesday of October.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the Board, or upon written request by the Members having at least twenty-five percent (25%) of the votes entitled to be cast, in person or by proxy, at such a meeting.

Section 3. Notice of Meetings. Notice of each meeting of the Members shall be given in writing by the Secretary or person authorized to call the meeting at least ten (10) days but not more than sixty (60) days before such meeting to each Member and shall specify

the place, date, time, and purpose of the meeting including any matters to be voted on by the Members. Notice shall also be given in any manner that a Member consents to, in accordance with State law, including by email or other digital transmission. Notice may also be posted in a conspicuous place located on the Association's common property or on the Association's website, and by sending notice by e-mail to each Member who has registered an e-mail address with the Association.

Section 4. Quorum. At any meeting of the Members including a meeting where an election of Directors is to be held, the presence of at least ten percent (10%) of the votes entitled to be cast, whether in person or by proxy, at such a meeting shall constitute a quorum for any action, except as otherwise provided in these By-Laws.

If the required quorum is not present at any meeting of the Members, including the Annual Meeting or otherwise, then the meeting shall be adjourned and another meeting may be called and held immediately after such adjournment, or at a future date, without notice other than announcement at the meeting, to act on the same matter(s) duly-noticed for the original meeting, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent meeting is held more than ninety (90) days following the original meeting.

In any case, if a quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereof, whether present in person or represented by proxy, shall have the power to adjourn the meeting from time-to-time, without notice other than announcement at the meeting, until a quorum shall be present or represented at any reconvened meeting of the Members. At any reconvened meeting of the Members, any business may be transacted which might have been transacted at the meeting as originally notified..

Section 5. Proxies. At all meetings, 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 6. Conduct of Meetings. The President shall preside over all meetings of the Association. In the event of his absence, the Vice-President or other designee shall preside. The Secretary, or other person designated by the Board, shall keep the minutes

of the meeting and record all resolutions adopted at the meeting. The Board may adopt rules and regulations regarding how meetings of the Members are to be conducted which shall conform to accepted parliamentary procedures.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board consisting of five (5) Directors, all of whom are Members of the Association, with at least four (4) of those Members also being residents of the Subdivision.

Section 2. Term of Office. At each annual meeting, the Members shall elect Directors to succeed those Directors whose terms are expiring. Each Director shall serve for a term of three (3) years and shall not serve more than two (2) consecutive terms. A Director who has served two (2) consecutive terms shall not be eligible for election to the Board again until three (3) years have elapsed since the end of the last term said Director served.

Director terms shall be staggered in a 2-1-2 format so that at each annual meeting of the Members there will be at least one available Director position to be voted on and elected.

Section 3. Removal. Any Director may be removed from the Board with or without cause by the Members having at least a majority of the votes entitled to be cast at any meeting called for such purpose. In the event of death, resignation, or removal of a Director, a successor shall be selected by the remaining Directors and appointed to serve for the remainder of the unexpired term of the vacated position.

Section 4. Compensation. No Director shall receive compensation for any service he or she may render to the Association.

Section 5. Association Contracts with Directors on the Board. The Association may enter into a contract with a company in which a current Director of the Board, or a person related to a current Director of the Board by affinity or consanguinity, has a financial interest in at least fifty-one percent (51%) of the profits, only if (1) the Board receives at least two (2) other bids for the contract from persons not associated with the Director, relative or affected company, if such bids are reasonably obtainable; (2) the Director is not

given access to the other bids, does not participate in any Board discussion regarding the contract, and does not vote on the award of the contract; and (3) the material facts regarding the Director's relationship or interest with respect to the proposed contract are disclosed to the Board who, in good faith and with ordinary care, authorize the contract by an affirmative vote of the majority of the Directors who do not have an interest. Any contract approved under this section shall also be memorialized by a written resolution signed by the majority of the Directors not having an interest in the contract.

Section 6. Action Taken Without a Meeting. The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members, if each Director is given a reasonable opportunity to express the Director's opinion to all other directors and to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved by the vote, and documented in the minutes of the next regular or special board meeting. The Board may not, unless done in an open meeting for which prior notice was given to Members, consider or vote on:

(1) fines;
(2) damage assessments;
(3) initiation of foreclosure actions;
(4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
(5) increases in assessments;
(6) levying of special assessments;
(7) appeals from a denial of architectural control approval;
(8) a suspension of a right of a particular member before the member has an opportunity to attend a board meeting to present the member's position, including any defense, on the issue;

(9) lending or borrowing money;
(10) the adoption or amendment of a dedicatory instrument;

(11) the approval of an annual budget or the approval of an amendment of an annual budget;

(12) the sale or purchase of real property;

(13) the filling of a vacancy on the board;

(14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or

(15) the election of an officer.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Solicitation of Candidates for Election to the Board of Directors. Not later than the 10th day before the date the Board disseminates absentee ballots or other ballots to the Members for purposes of voting in a board member election, the Board 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 notice required by this section.

The notice must be provided by mail to each Member; or by:

(i) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:

(a) in a place located on the Association's common property or, with the affected Member’s consent, on other conspicuously located privately owned property within the Subdivision; or

(b) on any Internet website maintained by the Association or other Internet media; and

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

The Board shall include on each absentee ballot or other ballot for a board member election the name of each eligible candidate from whom the Association received a request to be placed on the ballot in accordance with this section. Nothing in this section shall be construed to restrict nominations of candidates from the floor of any meeting for the purpose of conducting a board member election.

Section 2. Notice of Election. Written notice of each election of the Association shall be delivered to all Members at least ten (10) but no more than sixty (60) days prior to the date fixed for any such election. Any notice of an election shall specify the date, time and place of the election and any other matters to be considered and/or voted on. All notices of elections shall be addressed to each Member at their address as it appears on the books and records of the Association, and the Member is responsible for advising the Association of any change to their preferred address for receiving such notices. The President of the Association, or in their absence, the Vice President of the Association, shall call meetings of the Association to order and act as chairman of such meetings. In the absence of both officers, any officer in attendance shall call the meeting to order and preside over same.

Section 3. Voting. Election to the Board shall be by secret ballot which must be signed by the Member. Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If a Member has contracted to sell their home, the Member maintains the right to vote until the date of title conveyance to any other person or legal entity. Any Member may cast their vote by proxy in a form approved and distributed by the Board. No candidate or person related to a candidate shall be given access to the ballots. A person who tabulates votes may not disclose how any Member voted.

Section 4. Election. The candidates receiving the largest number of votes shall be seated as elected members of the Board and shall immediately begin serving their terms.

Section 5. Recount. Any Member may request a recount of votes within fifteen (15) days after the date of the election in accordance with Texas Property Code Section 209.0057. The request must be submitted in writing by any method for which evidence of mailing is provided by the United States Postal Service or a common carrier. The

Association shall estimate the cost of a recount by a person qualified to tabulate votes under Texas Property Code Section 209.0057(c) and provide an invoice to the requesting Member within twenty days after receipt of the request. The invoice must be paid within thirty (30) days following the date the invoice is sent or the request will be considered withdrawn. Any deviation in actual costs of the recount from the estimated amount paid by the Member will be reconciled and either invoiced or refunded to the Member as applicable. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost of the recount.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Meetings. Regular meetings of the Board shall be held monthly at a time fixed by the Board. Special meetings shall be held when called by the President, the Vice-President (if President is unavailable), or by any two (2) Directors should the aforementioned officers be unavailable.

Regular and special meetings of the Board shall be open to Members subject to the right of the Board to adjourn a meeting and reconvene in a closed executive session to consider matters involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, 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.

Section 2. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision made by a majority of a quorum of

Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the entire Board.

Section 3. Notice of Meetings. Regular and special meetings of the Board may be held at such time and place as shall be determined from time-to-time by the President, Vice-President (in President's absence), or upon a majority of the members of the Board. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

(1) mailed to each Member not later than the 10th day or earlier than the 60th day before the date of the meeting; or

(2) provided at least 144 hours before the start of a regular board meeting and at least 72 hours before the start of a special board meeting by:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:

(i) in a place located on the Association's common property or, with the affected Member's consent, on other conspicuously-located privately-owned property within the Subdivision; or

(ii) on any Internet website available to the Members that is maintained by the Association or by a management company on behalf of the Association; and

(B) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is a Member's sole duty to keep an updated e-mail address registered with the Association.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have the power to:

a) adopt and publish rules and regulations governing use of the Common Areas and facilities, the personal conduct of the Members and their guests thereon, and to establish penalties for infractions thereof;

b) suspend the right of a Member to use the Common Areas after giving written notice by certified mail describing the violation that is the basis for the suspension and allowing the Member a reasonable period to cure the violation or request a hearing within thirty (30) days from the date of notice;

c) exercise for the Association all powers, duties, and authority vested in the Association by law and through contract that are necessary and proper for the governance and operation of the Association;

d) declare the office of a Director to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board without reasonable cause; and

e) employ a manager, an independent contractor, or such other entities and/or employees as they deem necessary to prescribe and perform their duties. The Board shall not, however, enter into a contract with a management company that has been established to provide management or administrative services on behalf of the Association without the affirmative vote by the Members of at least sixty-seven percent (67%) of the votes entitled to be cast.

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

a) keep a complete record of all of its acts and corporate affairs and to present a statement thereof to Members at the annual meeting and at any regular or special meeting when such statement is requested by the Members;

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

c) fix the amount of the annual assessment against each Lot not to exceed the maximum increase allowed by the Declarations above the assessment for the previous year without the affirmative vote of Members of at least sixty-seven percent (67%) of the votes entitled to be cast;

d) at least thirty (30) days in advance of each annual assessment period, send written notice of each assessment to every Member that is subject to assessment;

e) adopt reasonable guidelines to establish an alternative payment schedule by which a Member may make partial payments to the Association for delinquent regular or special assessments or any other amount owed without accruing additional monetary penalties;

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

g) procure and maintain adequate liability and hazard insurance on the property owned by the Association;

h) cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

i) cause the Common Areas to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be the President, Vice President, Secretary, and Treasurer. All officers must also be current members of the Board. The Board may also appoint such other officers as it deems appropriate.

Section 2. Election and Term of Office. The officers of the Association shall be elected solely by the Board at the first regular meeting following the annual meeting of the Members and shall hold office for one year.

Section 3. Removal and Resignation. Any officer may be removed from office by a majority vote of the Board when in its judgment the best interests of the Association will be served by the removal. Any officer may resign his or her office at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt 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 4. Vacancies. The Board may only appoint Directors to fill vacancies caused by removal, resignation, death, or disability of a Director and only for the remainder of the Director's term. The appointment of a Director to fill the vacancy shall be by the affirmative vote of a majority of the remaining Directors.

Section 5. Multiple Offices. Two or more offices may be held by the same person except the offices of President and Secretary in accordance with State law.

Section 6. Duties. The President shall preside at all meetings of the Board, see that orders and resolutions of the Board are carried out, sign all leases, mortgages, deeds and other written instruments, and co-sign all checks and promissory notes. The Vice President shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required by the Board. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it upon the minutes of the meetings and all other papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate records of the Members of the Association, and perform such other duties as may be required by the Board. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause a report of the Association's books to be made by a public accountant at the completion of each fiscal year, and prepare an annual budget and a statement of income and expenditures to be represented to the Members at the Association's annual meeting.

ARTICLE IX
COMMITTEES

The Association, acting through the Board, shall appoint an Architectural Control Committee consisting of three (3) Members. As provided in the Declarations, the Architectural Control Committee shall review proposed alterations and modifications in

order to maintain conformity and harmony of external design with existing structures in the subdivision. The Board may also appoint any other committees it deems appropriate for carrying out its purposes.

ARTICLE X
REMEDIES FOR NON-PAYMENT OF ASSESSMENT

As more fully provided in the Declarations, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lots against which the assessment is made. Any assessments which are not paid when due shall be delinquent and the Association may bring an action at law or in equity against the Member when in the judgment of the Association it is necessary to recover such delinquent sums.

ARTICLE XI
ASSOCIATION RECORDS

Section 1. Access to Records. The books and records of the Association shall be open to and reasonably available for inspection by any Member. A request must be made in writing and must identify the records being requested. Unless required by a court order, the Association is not required to release or allow inspection of any books or records that (i) identify the dedicatory instrument violation history of an individual Member, (ii) a Member's personal financial information, including records of payment or nonpayment of amounts due the Association, (iii) a Member's contact information, other than the Member's address, (iv) information related to an employee of the Association, including personnel files, (v) litigation files or correspondence with attorneys, or (vi) information where disclosure would violate a constitutional or statutory provision or unreasonably disrupt the operations of the Association.

Section 2. Copies. If a request for copies is made, the Association shall respond in writing within ten (10) business days advising when the requested copies will be available and the cost, which shall comply with the schedule of costs set forth under Title 1, Section 70.3 of the Texas Administrative Code. Upon receipt of payment, the requested records

will be provided in hard copy, electronic format, or other format reasonably available to and as determined by the Association.

Section 3. Document Retention. The Association shall maintain its records as required by the State of Texas Property Code Section 209.005 and all prevailing document retention policies.

Section 4. Online Subdivision Information. The Association shall make the current version of its Dedicatory Instruments filed in the Harris County Deed Records available on a website maintained by the Association and available to Members.

ARTICLE XII
CORPORATE SEAL

The Association shall have a corporate seal to be affixed upon all documents requiring said seal.

ARTICLE XIII
AMENDMENTS

Section 1. Amendment. These By-Laws supersede and replace that certain By-Laws of Memorial Parkway Community Association dated November 4, 1974 and recorded as a dedicatory instrument attached to that certain Instrument to Record Dedicatory Instruments dated December 16, 1999, recorded under File No. U136948, Film Code 529-74-0872 of the Real Property Records of Harris County, Texas. These By-Laws may be further amended at any time at a meeting called for such purpose by a vote of a majority of a quorum of Members present in person, by proxy, or in any other manner as allowed by the Board and as set forth in these By-Laws.

Section 2. Conflict with the Governing Documents. In the case of a conflict between these By-Laws and the Articles of Incorporation or the Declarations, the Articles of Incorporation and the Declarations shall control.

Section 3. Conflict with State Law. The terms of these By-Laws are intended to conform to the applicable provisions of the Texas Property Code and the Texas Business Organizations Code regarding Non-Profit Organizations, as they may be amended from

time to time. In the event of a conflict, the Texas Property Code and the Texas Business Organizations Code shall control.

ARTICLE XIV
FISCAL YEAR

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

Adopted this ____ day of _____, 2026.

PRESIDENT'S CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of the Memorial Parkway Community Association ("Association"), a Texas non-profit corporation.

That the foregoing constitutes the Amended and Restated By-Laws of Memorial Parkway Community Association, as duly approved by the affirmative vote or written consent of Members in the Memorial Parkway subdivision representing at least a majority of a quorum of Members voting for such purpose, as required in the By-Laws and in accordance with all applicable State law. As President of the Association, I can attest that the signature pages evidencing the necessary percentage of Members approving said amendment are retained by the Association according to the prevailing policy governing document retention and all applicable State law.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the _____ day of

_____, 2026.

Memorial Parkway Community Association

_____
Bill Fisher, President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Bill Fisher, President of the Memorial Parkway Community Association, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of _____, 2026.

_____
Notary Public for the State of Texas

AFTER RECORDING RETURN TO:
Hanszen Laporte
14201 Memorial Dr
Houston, TX 77079