

**FIRST AMENDED BY-LAWS OF
NORCHESTER MAINTENANCE FUND, INC.**

**ARTICLE I.
Offices and Agent**

The principal office of the Association in the State of Texas shall be located in the County of Harris. The registered office of the Association required by the Texas Non-Profit Corporation Act to be maintained in the State of Texas may be, but need not be identical with the principal office in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors. The registered agent of the Association may be changed from time to time by the Board of Directors.

**ARTICLE II.
Members**

The Members of this Association shall be the Owners of the lots in the applicable subdivisions as defined in the Articles of Incorporation.

**ARTICLE III.
Board of Directors**

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

SECTION 2. Number, Tenure and Qualifications. The Board of Directors shall be composed of five (5) members. They must be a resident and Owner of Record of a lot in Norchester Subdivision. Each Director shall be elected at an Annual Meeting of the Members. All Directors shall hold office until their successors have been fully elected and qualified. There will be two Directors elected in odd years and three in even years.

SECTION 3. Quorum. A majority of the number of Directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

ARTICLE IV

Meetings

SECTION 1. Annual Meetings of the Association. The Board of Directors shall call an Annual Meeting of the Association Members at a date, time and place determined by the Board. Directors shall be elected by the Membership at the Annual Meeting according to the procedures described in Article III of these Bylaws. Should the Board of Directors fail to conduct an Annual Meeting, the Association Members may follow the procedures outlined in the Texas Property Code as amended.

SECTION 2. Organizational, Regular and Special Board Meetings. The first meeting of the Board of Directors following each Annual Meeting of the Members is an "Organizational Meeting" and shall be held no later than fifteen (15) calendar days following the Annual Meeting at such time and place as shall be fixed by the Board. The Board will hold periodic "Regular Meetings" at times and locations selected by the Board. The President of the Board may call "Special Meetings." In addition, it shall be the duty of the President to call a Special Meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors, or upon a petition signed by Members representing at least twenty percent (20%) of the total votes of the Association. The notice of any Special Meeting shall state the date, time, and place of such meeting and the purpose thereof. Special and Regular Meetings of the Board are open to all Members of the Association subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session as set out in Article IV, Section 5, Executive Session.

SECTION 3. Proxies and Absentee Ballots. At all meetings of members, each member entitled to vote, may vote in person or by proxy executed in writing designating his/her duly authorized attorney in fact. All proxies shall be in writing and filed with the Secretary before or at the time of the meeting. Every Proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

The voting rights of an Owner may be cast or given:

- (a) In person or by proxy at a meeting of the Association;
 - (b) By absentee ballot in accordance with these Bylaws: or
 - (c) By any method of representation or delegated voting method provided by the Declaration.
- The details of the methods of voting are found in the Texas Property Code as amended.

SECTION 4. Quorum. Unless otherwise provided in the Articles of Incorporation or Declaration, members entitled to cast ten percent (10%) of the votes of the membership, represented in person, by proxy and/or by absentee ballot, shall constitute a quorum at a meeting of members. If, however, a quorum shall not be present or represented at any meeting of the members, the members present in person or represented by proxy shall have power to adjourn and/or reschedule the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned/rescheduled meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the required quorum is not

forthcoming at such a meeting, the meeting may be adjourned and/or rescheduled to a new time or date, not less than five (5) minutes, or later than seven (7) days from the date of that adjourned/rescheduled meeting. This procedure shall be continued until a quorum has been obtained. Once a quorum is present, the affirmative vote of a majority of the members shall be the act of the members unless a greater number is required by the Articles of Incorporation or Declaration.

SECTION 5. Notice of Regular and Special Meetings. 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 in compliance with the Texas Property Code as amended.

SECTION 6. Executive Session. The Board of Directors may adjourn a Board meeting and reconvene the meeting in closed executive session to consider actions 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 Owners, 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 by the Secretary and included in the minutes, in general terms, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary and minutes must include a general explanation of expenditures approved by the Board in executive session for the prior month.

ARTICLE V. Election Protocol

SECTION 1. Board Candidacy. Each Member interested in running for the Board shall complete the Association's biography form and return it to the Association's office no sooner than sixty (60) and no later than thirty (30) days before the next Board election. Every Member declaring their candidacy within the required time period will be placed on the ballot. Each candidate's biography will be provided to the Membership either by electronic means or together with the ballot. A Member convicted of a felony or crime of moral turpitude can run for office but, if elected, is immediately removed per the Texas Property Code, as amended.

SECTION 2. Election Committee. No more than ninety (90) nor less than thirty (30) days prior to the election, the Board shall appoint an Election Committee composed of a minimum of three (3) Members, but no more than seven (7) Members, and shall designate the chair of the committee. The Board shall adopt an election procedure.

SECTION 3. Ballot Voting.

- a. Voting for the Board of Directors shall be on a printed ballot which shall designate the number of vacancies to be filled. The order of appearance of the candidates' names on the ballot shall be determined by a quorum of the Election Committee through the drawing of names.
- b. One ballot per Lot shall be prepared. The candidates receiving the greater number of votes shall be elected to fill the number of positions vacant.

SECTION 4. Election Results Declaration. If by the time set above for the filing of applications expires and the number of vacancies on the Board of Directors to be filled at any election and the number of eligible candidates for those positions are the same or less, the Association shall not be required to follow the election procedure outlined below for these uncontested races. Rather, for reasons of economy, the Association's President, as the presiding officer of the Board of Directors shall declare the candidates officially elected by acclamation as if elected by the ballot procedure, and they shall take and hold office accordingly. The Board of Directors shall inform the Members of the Association the names of the elected persons by following the process outlined in the notification of Members for elections and voting. Should a vote be needed, the election shall be run by the management company and the ballots shall be counted by persons other than candidates in the election and all related to them within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code. Persons counting the votes shall not disclose to any other person how an individual voted. The vote counting process shall be over seen by the management company and association attorney if present.

SECTION 5. Candidacy Endorsement. The NORCHESTER MAINTENANCE FUND, any management company or contractors employed by the Association, non-Member builders or developers, their employees, and Board members may not endorse any candidate.

SECTION 6. Removal or Discipline of Directors and Vacancies. Any Director may be removed, with or without cause, at a properly convened Special Meeting at which a quorum is present, by the vote of Members holding 67% of the votes cast for the election of such Director. The Board will hold such a Special Meeting upon receipt of a petition for removal of the Director signed by 20% of the Association's Members. The petition for removal can be initiated by either the Association or the Board but the removal procedure will be the same. Any Director whose removal is sought shall be given notice (7) seven business days prior to any meeting called for that purpose.

- a. 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 has been convicted of a felony or crime involving moral turpitude, the Board Member is immediately ineligible to serve on the Board of the Association and is automatically considered removed from the Board, and prohibited from future service on the Board.

b. A majority of a quorum of the Board may discipline a Director (but not remove the Director from the Board). Grounds for discipline include but are not limited to violations of the Board's Code of Ethics or Confidentiality Agreement, poor attendance at Board meetings, and offensive or profane conduct at Board or Association meetings. Disciplinary action includes but is not limited to reprimand, removal from Committee assignments or, if the Director is an Officer, removal from office. A Director's attendance at Board Meetings is poor if, except under emergency circumstances, the Director fails to attend four (4) consecutive meetings if the Board meets weekly, three (3) consecutive meetings if the Board meets biweekly and two (2) consecutive meetings if the Board meets monthly.

SECTION 7. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. If a vacancy occurs within 30 days after an election, the candidate with next highest vote count will be appointed by the board to fill the unexpired term. After the replacement Director's term expires, the position will be filled according to the Annual Meeting procedure described in this Article III.

ARTICLE VI. Officers

SECTION 1. Officers. The officers of the Board shall be a President, a Vice President, a Secretary, a Treasurer and a Director at Large each of whom shall be elected by the Members of the Board of Directors at the Organizational Meeting. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more officers may be held by the same person, except the offices of President and Secretary. Each officer shall hold office until his or her successor has been duly elected and shall have qualified or until his or her death or until he or she resigns or has been removed in the manner hereinafter provided.

SECTION 2. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interest of the Association would be served thereby.

SECTION 3. Vacancies. A vacancy in any office due to any reason may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 4. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the activities and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation thereunto duly authorized by the Board of Directors, any

notes, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 5. Vice President. In the absence of the President, or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as may from time to time be assigned to him by the President or by the Board of Directors.

SECTION 6. Secretary. The Secretary shall: (a) Keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for such purpose; (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 Association records; (d) keep a membership roll of the Members of the Association; (e) sign with the President and Vice President any instruments as authorized by resolution of the Board of Directors; and (f) in general perform all duties in accordance 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 7. Treasurer. The Treasurer shall monitor all Association financial activity and ensure all required financial reports are prepared and made available to members on a monthly basis.

SECTION 8. Director at Large. The Director at Large shall serve as determined by the Board of Directors.

ARTICLE VII POWERS AND DUTIES

SECTION 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers prescribed by law or granted herein necessary for the administration of the Association's affairs. The Board shall at all times act in the best interest of the Association. The Board of Directors shall delegate to one (1) or more of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws, Texas law or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and for performing or causing to be performed for the Association, the following, in way of explanation, but not limitation:

- a. Preparing and adopting of annual budgets;

- b. Making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for special assessments;
- c. Collecting the assessments, depositing the proceeds (within FDIC limits) thereof in any federally insured bank depository that it shall approve, and using the proceeds to operate the Association; provided, any reserve fund shall be deposited in a federally insured institution or, if invested in any other financial instrument, approval must be obtained from a majority of a quorum of the Membership by vote;
- d. Providing for the operation, care, upkeep and maintenance of all common areas, including entering into a contract to provide for such operation, care, upkeep and maintenance;
- e. Making or contracting for the repairs, additions, and improvements to or alterations of the common areas in accordance with the other provisions of these Deed Restrictions and these Bylaws after damage or destruction by fire or other casualty;
- f. Designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its Property and the common areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties, in accordance with the conditions of the annual budget, provided; however, that the Board may only enter into a contract with a current Director, a person related to a current Director within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Director has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Director within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in a least 51 percent of profits only if the following conditions are satisfied: (i) the Director, relative or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Director, relative or company, if reasonably available in the community; (ii) the Director is not given access to the other bids, does not participate in any Board discussions regarding the contract and does not vote on the award of the contract; (iii) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or know by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest governed by this subsection; and (iv) the Board certifies that the other requirements of this subsection have been satisfied by an affirmative vote of the majority of Board members who do not have an interest governed by this subsection.
- g. Making and amending rules and regulations and promulgating, implementing and collecting fines for violations of the rules and regulations, provided that before the Board meets to approve and implement the new or amended rules and regulations, the Members must be notified (in the manner set out in Article VI) of the Board meeting at which the Board will consider the proposed new or amended rules and regulations, such notice to be accompanied by a copy of such proposed new or amended rules and regulations;
- h. Opening of bank accounts on behalf of the Association and designating the signatories required;

- i. Enforcing by legal means the provisions of the Declaration, including the provisions concerning architectural control, these Bylaws, and the rules and regulations adopted by the Association and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;
- j. Obtaining and carrying insurance against casualties and liabilities with policy limits, coverage and deductibles as required by law and deemed reasonable by the Board of Directors and paying the premium cost thereof;
- k. Paying the cost of all services rendered to the Association or rendered on its behalf to its Members and not chargeable directly to specific Owners; In accordance with commonly accepted accounting practices, the Board shall maintain the books with detailed accounts of all the receipts and expenditures of the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- l. Maintaining a membership register reflecting, in alphabetical order, the names, property addresses, mailing addresses, and to the extent possible, telephone, land or cell phone and email addresses of record of all Members to the extent possible;
- m. Making available upon request to any prospective purchaser, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Property, for any proper purpose during normal business hours by advance appointment, copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing such Property and all other books, records, and financial statements of the Association for a reasonable charge: and making copies thereof available for a reasonable charge;
- n. Permitting utility suppliers to use portions of the common areas reasonably necessary to the ongoing development or operation of the Property; and
- o. Sell property located in Norchester that was purchased by the Association at a foreclosure sale in accordance with a judgment received against a former Homeowner provided the Board hires a nonresident, non-related to any resident, real estate agent licensed in the State of Texas who sells the property to the highest offeror.

SECTION 2. Accounts and Reports. The fiscal management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise.

- a. The Board shall cause financial reports to be prepared for the Association monthly containing: (i) an income statement reflecting all income and expense activity for the preceding period on an accrual or cash basis; (ii) a statement reflecting all cash receipts and disbursements for the preceding period; (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format; (iv) a balance sheet as of the last day of the preceding period; (v) a delinquency report listing the number of delinquent accounts at the time of the report and describing the status of any action to collect such assessments that remain delinquent; and (vi) the details of all non-recurring expenditures shall be explained and included in the monthly report.

b. An annual report consisting of at least the following shall be made available to Members within forty-five (45) days after the close of the fiscal year containing (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited or reviewed basis, as determined by the Board, by an independent certified public accountant.

c. The Board shall be responsible for the production of an evaluation by a qualified expert of the status and sufficiency of the Association's financial reserves (a "Reserve Study") for the Association. Based on the Reserve Study, the Board shall establish minimum funding levels to accomplish the objectives or recommendations of the Reserve Study.

SECTION 3. Spending and Additional Obligations.

a. Spending. The Board will operate the financial decisions of the corporation with a duty of care exercising good business judgment on behalf of the Association and its members. Each Board Member is authorized to make non-recurring ordinary expenditures of less than Five Hundred Dollars (\$500.00) of the Association's funds according to the current approved budget but must notify the Owners of such ordinary expenditure at the next monthly meeting. The Board is not authorized to make any single, unbudgeted, ordinary expenditure in an amount that exceeds Fifteen Thousand Dollars (\$15,000.00) of the annual budget, except for approved staff payroll, normal maintenance or in the case of an emergency event where such delay would threaten the integrity or value of an Association's amenity; nor any single, unbudgeted capital expenditure or capital investment of the Association's funds of more than Thirty Thousand Dollars (\$30,000.00) until the expenditure or investment is approved by a majority of the votes cast by Members at a Meeting of Members called for that purpose. Prior to calling for a vote, the Board shall present the need for the expenditure or investment, including a description of the future costs associated with the expenditure or investment including taxes, insurance premiums, costs of repairs, maintenance, periodic upgrades and a description of how the expenditure fits into the Association's long term plan. Additionally, there shall be no unbudgeted expenditure or investment of any funds in the reserve fund without approval by a majority of the votes cast by Members at a Meeting of Members called for that purpose.

b. Reserve Study. The Board shall review the reserve study annually and prepare a long term plan for the Association by November 1 of each year, review it at least annually thereafter, revise it as necessary or appropriate and, at each Annual Meeting, present the current long term plan to the Membership.

c. The Directors of the Association are authorized to borrow money without personal liability on the part of the Directors for the purposes herein authorized giving as security the maintenance assessment funds on hand or to be collected in the future.

SECTION 4. Enforcement

a. Before the Association may suspend an Owner's right to use a common area, file a suit against an Owner other than a suit to collect a regular or special assessment, or foreclose under an Association lien, charge an Owner for property damage, or levy a fine for a violation of the

restrictions or bylaws or rules of the Association, the Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must (i) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner; (ii) inform the Owner that the Owner is entitled to a reasonable period to cure the violation avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the last six months and failed to cure the violation; (iii) the Owner may request a hearing under the Texas Property Code as amended, on or before the 30th day after the date the Owner receives the notice; and (iv) the Owner may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act, if the Owner is serving on active military duty.

b. After notice and the opportunity to be heard, as required by law, the Board shall have the power to impose reasonable fines as set out in the Rules and Regulations, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to use the common areas for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted by the Association; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from the subdivision or any specific Lot. In addition, the Association shall be entitled to suspend any services provided by the Association to a Lot in the event that the Owners of such Lot is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that an occupant, guest or invitee of a Lot Owner violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the Owner shall pay the fine upon notice from the Association.

c. As provided in the Declaration, each Owner is obligated to pay to the Association certain charges and Assessments, including such charges and Assessments as may be included by amendment to the Declaration. All costs, expenses and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and Assessments, as well as interest as specified in the Declaration, shall be assessed against the Owner and the Lot, only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a certain date and shall become part of the Assessments due on the Lot. These charges include but are not limited to (i) all expenses, including fines, attorney fees and court costs; (ii) "Late Processing Fee" may be set annually by the Board of Directors, which may be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process; (iii) "Dishonored-Check Processing Fee," set by the Board of Directors, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred; (iv) "Partial Payment Processing Fee," set by the Board of Directors, which may be assessed if any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred; (v) "Transfer Fee" which may be assessed for the transfer of ownership of any Lot, including by foreclosure, to offset the administrative costs and expenses associated with quoting, verbally or in writing, the status of the Assessments and other charges due on the Lot; tracking, researching, and determining or attempting to determine ownership; updating the books and records of the Association to reflect

the transfer; and preparing and mailing introductory information regarding the subdivision, the Association, and or the covenants, conditions, restrictions, rules, and regulations applicable to the new Owner; (vi) a "Refinance Fee" which may be assessed for the refinance of any Lot, to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the Lot and updating the books and records of the Association; (vii) reasonable fees to assemble, copy, deliver and update a "Resale Certificate"; and (viii) any such Assessment or charge that is not paid when due shall be delinquent. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, fines, costs to repair, including reasonable attorneys' fees actually incurred.

SECTION 5. Committees. The Board of Directors is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee, in accordance with such rules as are adopted by the Board of Directors and provided to the committee before it begins work, and, if the committee adopts a charter, in accordance with the charter. With the exception of the Architectural Control Committee (ACC), all committees of the Association shall be vested with advisory powers only and are not authorized to act on behalf of the Association. The ACC, governed by the subdivision's "Covenants, Conditions and Restrictions" (i.e., Declarations), has other limited approval responsibilities.

ARTICLE VIII.

Contracts, Loans, Checks and Deposits

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. There shall be no loans in excess of 30% of the budgeted income unless authorized by two-thirds (67%) of the Members at a Meeting of Members called for that purpose.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be

signed by such officer or officers, agent or agents, of the Association and in such 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, trust companies or other depositories as the Board of Directors may select.

**ARTICLE IX.
Procedure**

Meetings of members and of the Board of Directors shall be conducted in accordance with the procedure as contained in Robert's Rules of Order to the extent applicable.

**ARTICLE X.
Amendments**

Amendments to these By-Laws shall be adopted by a majority vote of the Board and approved by two-thirds (67%) of the Members at a Meeting of Members called for that purpose. 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 Restrictions and these By-Laws, the Restrictions shall control.

IN WITNESS, WHEREOF, these By-Laws are executed on the dates of the acknowledgments of the signatures of the undersigned.

Printed Name:
President

Executed this ____ day of _____, 201_.

Before me, the undersigned authority, on this day personally appeared _____, President of Norchester Maintenance Fund, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors and the appropriate number of Owners approved this First Amended By-Laws and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors and Owners for Norchester Maintenance Fund, Inc.

Given under my hand and seal of office, this the ____ day of _____, 201_.

Notary Public, State of Texas

Return to:
Kathy Ann Terry
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Houston, TX 77269-0141