

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah B. Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Village of Emerald Bay Homeowners Association, Inc., a Texas non-profit corporation (the “Association”), and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto is the original of, or true and correct copy of, the following dedicatory instrument, including known amendments or supplements thereto, governing the Association, which instrument has not previously been recorded: **Amended and Restated Bylaws of Village of Emerald Bay Homeowners Association, Inc.**

The document attached hereto is subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- a. Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay, recorded under County Clerk’s File No. 2001043210 in the Official Public Records of Brazoria County, Texas.
- b. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay, recorded under County Clerk’s File No. 2002010777 in the Official Public Records of Brazoria County, Texas.
- c. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay, recorded under County Clerk’s File No. 2002010778 in the Official Public Records of Brazoria County, Texas.
- d. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay, recorded under County Clerk’s File No. 2003041429 in the Official Public Records of Brazoria County, Texas.
- e. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay, recorded under County Clerk’s File No. 2003067886 in the Official Public Records of Brazoria County, Texas.
- f. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay, recorded under County Clerk’s File No. 2004015600 in the Official Public Records of Brazoria County, Texas.

- g. Supplement Declaration / Designation of Village (Emerald Bay) recorded under County Clerk's File No. 2004068450 in the Official Public Records of Brazoria County, Texas.**
- h. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay, recorded under County Clerk's File No. 2004046356 in the Official Public Records of Brazoria County, Texas.**
- i. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay recorded under County Clerk's File No. 2006070800 in the Official Public Records of Brazoria County, Texas.**
- j. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay recorded under County Clerk's File No. 2008058687 in the Official Public Records of Brazoria County, Texas.**
- k. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay recorded under County Clerk's File No. 2009056175 in the Official Public Records of Brazoria County, Texas.**
- l. Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay recorded under County Clerk's File No. 2010006351 in the Official Public Records of Brazoria County, Texas.**
- m. Guidelines for Display of Certain Religious Items for Village of Emerald Bay, recorded under County Clerk's File No. 2012001771 in the Official Public Records of Brazoria County, Texas.**
- n. Records Production and Copying Policy of Village of Emerald Bay, recorded under County Clerk's File No. 2022029187 in the Official Public Records of Brazoria County, Texas.**
- o. Guidelines for Rainwater Recovery Systems of Village of Emerald Bay, recorded under County Clerk's File No. 2012001769 in the Official Public Records of Brazoria County, Texas.**
- p. Guidelines for Solar Energy Devices of Village of Emerald Bay, recorded under County Clerk's File No. 2004034202 in the Official Public Records of Brazoria County, Texas.**
- q. Village of Emerald Bay Homeowners Association Resolution Appointing an Advisory Committee for the Estates of Shadow Creek, recorded under County Clerk's File No. 2016005183 in the Official Public Records of Brazoria County, Texas.**
- r. Instrument to Record Dedicatory Instruments (To be Recorded in Brazoria, Harris, and Fort Bend Counties) for Village of Emerald Bay, recorded under County Clerk's File No. 2012003009 in the Official Public Records of Harris County, Texas.**
- s. Village of Emerald Bay Homeowners Association Collection Policy for Delinquent Accounts, recorded under County Clerk's File No. 2022029181 in the Official Public Records of Brazoria County, Texas.**
- t. Village of Emerald Bay Homeowners Association Large Contract Bid Solicitation Policy, recorded under County Clerk's File No. 2021060755 in the Official Public Records of Brazoria County, Texas.**
- u. ARC Denial Letter and Appeal Hearing Policy for Village of Emerald Bay, recorded under County Clerk's File No. 2022046455 in the Official Public Records of Brazoria County, Texas.**
- v. Village of Emerald Bay Homeowner Association Security Measures Policy, recorded under County Clerk's File No. 2022046451 in the Official Public Records of Brazoria County, Texas.**

- w. Village of Emerald Bay Homeowner Association Swimming Pool Safety Fence Policy, recorded under County Clerk's File No. 2022046453 in the Official Public Records of Brazoria County, Texas.
- x. Village of Emerald Bay Homeowners Association Deed Restriction Violation Hearing Policy, recorded under County Clerk's File No. 2022046454 in the Official Public Records of Brazoria County, Texas.
- y. Amendment of the Bylaws of Village of Emerald Bay Homeowners Association, recorded under County Clerk's File No. 2024033683 in the Official Public Records of Brazoria County, Texas.
- z. Affidavit in Compliance with Section 202.006 of the Texas Property Code for Village of Emerald Bay, recorded under County Clerk's File No. 2024062818 in the Official Public Records of Fort Bend County, Texas.
- aa. Shadow Creek Ranch Maintenance Association Affidavit in Compliance with Section 202.006 of the Texas Property Code, recorded under County Clerk's File No. 2024239580 in the Official Public Records of Brazoria County, Texas.

SIGNED on this the 8th day of April, 2026.

Sarah B. Gerdes, Attorney/ Agent for Village of Emerald Bay Homeowners Association, Inc.

VERIFICATION

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 8th day of April, 2026.

Notary Public – State of Texas



**AMENDED AND RESTATED BYLAWS
OF
VILLAGE OF EMERALD BAY HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

GENERAL PROVISIONS: REFERENCES AND DEFINITIONS

Section 1.1. **References.** Reference is made for all purposes to the Declaration of Covenants, Conditions and Restrictions for Village of Emerald Bay recorded in the office of the County Clerk of Brazoria County, Texas (said Declaration and any amendments or Supplemental Declarations thereto being herein collectively called the "Declaration").

Section 1.2. **Association.** This corporation is the 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 1.3. **Definitions.** Except as otherwise defined in these Bylaws, 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 2.1. **Purposes.** The purposes for which the Association is formed are to promote maintenance, administration and preservation of the Lots and other portions of 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 Bylaws. 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 Common Area, subject to the terms of the Declaration and these Bylaws.

(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 and pay all expenses incidental thereto.

(c) Enforce the decisions and rulings of the Association.

(d) Enforce all restrictions, covenants, easements, and liens provided in the Declaration, and pay all of the expenses in connection therewith.

(e) Lease, provide, control, maintain, and operate the Common Area.

(f) Create, construct, and maintain private streets, alleys, road, rights-of-way, and easements.

(g) Do all things necessary for the upkeep, repair, and maintenance of all Common Area and the Area of Common Responsibility and the placement of improvements, fixtures, and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures, and equipment.

(h) Provide for the landscaping of the Common Area necessary to provide a uniform scheme of landscaping for the Properties as a whole.

(i) Do all things necessary for the upkeep, repair, and maintenance of the Common Area, including obtaining the agreement of any appropriate governmental entity to assume the maintenance obligation for the street within the Common Area.

(j) Pay legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions, and conditions affecting property to which the Assessments apply.

(k) Provide patrol services, including but not limited to, the employment of courtesy officers, supplemental municipal services; and/or to provide and operate a communications system.

(l) Do all things necessary to enforce the provisions of the Declaration, including but not limited to provide for the enforcement of exterior maintenance of all Dwelling Units, to the extent provided for by the Declaration, and send invoices or take other necessary action to collect the cost of such exterior maintenance from the Owner of the Lot or Tract.

(m) Fix, levy, collect, and enforce payment by any lawful means, including use of late fees, of all charges and assessments (including, but not limited to, the Assessments) pursuant to the terms of the Declaration, including, but not limited to, the right to foreclose the lien against any Lot(s) or Tract(s); pay all expenses in connection therewith and all administrative and other expenses incident to conducting the business of the Association, including all licenses, taxes, assessments, or other governmental charges levied or imposed against the Properties of the Association.

(n) Participate in, and enforce the results of the Architectural Control Committee, to the extent provided in the Declaration.

(o) Do all other things necessary or desirable in the opinion of the Association to keep the Properties in neat and good order, or which it considers of general benefit to the Owners of the Lots and/or Tracts, 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.

(p) Set and establish the amount of the Assessments, late fees, or charges which may be imposed by the Association pursuant to the Declaration or these Bylaws, 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 Bylaws.

(q) 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, subject to the terms of the Declaration and these Bylaws.

(r) 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 loan, shall be jointly and severally liable to the Association for the amount of such loan until the full repayment thereof.

(s) Participate in mergers and consolidations with other non-profit Associations organized for the same purposes.

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

Section 2.2. Area. The activities of the Association shall be limited to (i) the Properties, and (ii) 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

MEMBERSHIP

Section 3.1. Membership. Every Owner of a Lot or Tract in Village of Emerald Bay, a subdivision set forth on a Map or Plat thereof recorded in the office of the County Clerk of Brazoria County, Texas, and areas annexed thereto pursuant to the recorded Declaration, shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot or Tract. When ownership of any Lot or Tract is held by more than one person or by a legal entity which is not a natural person, all such Owners shall be Class A Members of the Association. The voting rights of Class A Members shall be limited to one (1) vote for each Lot or two (2) votes for each Tract owned and shall be exercised as they among themselves shall determine.

Section 3.2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the right to use of the recreational facilities of such Member may be suspended by the Board of Directors until such assessment has been paid. Such other rights of a Member may also be suspended pursuant to the Declaration, for a period not to exceed sixty (60) days, for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, these Bylaws, or the Rules and Regulations of the Association.

ARTICLE IV

VOTING RIGHTS

Section 4.1. **Voting Rights and Membership Categories.** The Association shall have one (1) class of voting Membership, Class A Membership, which includes all Owners of Lots and Tracts. Class A Members shall be entitled to one (1) vote for each Lot and two (2) votes for each Tract owned.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 5.1. **Number.** The affairs of the Association shall be managed by a Board of at least 3 but no more than 5 directors, who must be Members of the Association. The current Board of Directors shall consist of 5 persons.

Section 5.2. **Election Term.** At each annual meeting, the Members shall elect a director for a term of three (3) years to fill each expiring term. The terms of the directors shall be staggered to ensure at least one (1) director is up for election at each annual meeting.

Section 5.3. **Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his/her successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 5.4. **Compensation: Reimbursement.** No director shall receive any compensation from the Association for acting as such. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.1. **Regular Meetings.** Meetings of the Board of Directors ("Board") shall be held at such intervals, place, and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday. Any such meeting, whether regular or special, may be held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting in such manner shall constitute presence in person at such meeting.

Section 6.2. **Special Meetings.** Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 6.3. **Quorum.** A majority of the number of directors then serving shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.4. Meeting Organization. At each meeting of the Board, the president, or if he or she is absent therefrom, the vice president, or if he or she is absent therefrom, a director chosen by a majority of the directors present, shall act as Chair and preside over such meeting. The secretary, or if he or she is absent, the person whom the Chair of such meeting shall appoint, shall act as secretary of such meeting and keep the minutes thereof.

Section 6.5. Meetings Requirements. Regular and special meetings of the Board must be open to members, subject to the right of the Board to adjourn a board meeting and reconvene 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 members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following 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, if any.

The Board meeting may be held by electronic or telephonic means provided that:

- (a) Each director may hear and be heard by every other director;
- (b) Except for any portion of the meeting conducted in executive session:
 - 1. All owners in attendance at the meeting may hear all directors; and
 - 2. Owners are allowed to listen using any electronic or telephonic communication method used or expected to be used by a director to participate; and
- (c) The notice of the meeting includes instructions for owners to access any communication method required to be accessible under Subsection (b)(2) listed above.

Section 6.6. Notice to Members. Members shall be given notice of the date, hour, place, and general subject of a regular or special Board of Directors meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

- (a) mailed to each member not later than the 10th day or earlier than the 60th day before the date of the meeting; or
- (b) provided at least 144 hours before a regular board meeting and at least 72 hours before a special board meeting by:
 - 1. posting the notice in a conspicuous manner reasonably designed to provide notice to the members: in a place located on the Association's Common Areas; or, with the member's consent, on other conspicuously located privately owned property within the subdivision; or on any internet website maintained by the Association or other Internet media; and

2. sending the notice by e-mail to each member who has registered an e-mail address with the Association for this purpose.

Section 6. Action Taken by the Board of Directors. The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners under this Article, if each Director is given a reasonable opportunity, considered 48 hours, to express the Director's opinion to all other Directors and to vote. Any action taken without notice to owners under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting.

The Board of Directors may not, without prior notice to members, consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in assessments;
- (f) levying of special assessments;
- (g) appeals from a denial of architectural control approval; or
- (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a board meeting to present the Member's position, including any defense, on the issue.
- (i) lending or borrowing money;
- (j) the adoption of amendment of a dedicatory instrument;
- (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent;
- (l) the sale or purchase of real property;
- (m) the filling of a vacancy on the board;
- (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (o) the election of an officer.

Section 7. Minutes of the Meetings. The Board shall keep a record of each regular or special board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS; RESIGNATIONS OR VACANCIES

Section 7.1. Nomination. Nomination for election to the Board of Directors shall be solicited from the Membership as follows:

At least ten (10) days before the date the Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The notice must

contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10th day after the date the Association provides the notice required by this section.

The notice required by section must be mailed to each owner or provided by: (A) posting the notice in a conspicuous manner reasonably designed to provide notice to Members: (i) in a place located on the Association's Common Area or an Area of Common Responsibility or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any Internet website maintained by the Association or other Internet media; and (B) sending the notice by e-mail to each owner who has registered an e-mail address with the association.

Nominations may but are not required to be made from the floor at the annual meeting.

Section 7.2. Election. Election to the Board of Directors shall be conducted as provided in Article X. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 7.3. Resignations. Any director may resign at any time by giving written notice of his or her resignation to the Association. Any such resignations shall take effect at the time specified therein, or, if the time when it shall become effective is not specified therein, it shall take effect immediately upon its receipt by the president or the secretary; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.4. Vacancies on the Board.

(a) Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining directors though less than a quorum or by a sole remaining director, and any director so chosen shall serve for the unexpired term of his/her predecessor. Any newly created directorship shall be deemed a vacancy. When one (1) or more directors resign from the Board, effective at a future time, a majority of the directors then in office, including those who have so resigned, may fill such vacancy and vote on the vacancy to take effect when such resignation becomes effective. If by reason of death, resignation, or otherwise, the Association has no directors in office, any officer or Member may call a special meeting of Members for the purpose of electing the Board of Directors.

(b) Should an elected director fail to assume office by reason of death, disability, or declination prior to the beginning date of the term to which elected, then the unsuccessful candidate in such election receiving the next highest number of votes shall be deemed elected in his or her stead.

(c) If the Board of Directors is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a person on the Board has been convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the person is immediately ineligible to serve on the Board and shall, therefore, be immediately removed.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1. Powers. The Board of Directors shall have the power:

(a) To take the appropriate action in furtherance of those powers of the Association enumerated in Article II of these Bylaws;

(b) To adopt and publish rules and regulations governing the use of the Common Area, facilities, Lots, and Tracts, and the personal conduct of the Members and their guests thereon, and to establish penalties and fines for the infraction thereof;

(c) To exercise for the Association all power, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws and the Articles of Incorporation;

(d) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause having been furnished to and accepted by the Board;

(e) To establish, disburse, and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and

(f) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation, and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate, or perform all or any part of the affairs and business of the Association.

Section 8.2. Duties. It shall be the duty of the Board of Directors:

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

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

(c) To establish annually a budget and membership fees or assessments;

(d) To procure and maintain adequate liability and hazard insurance on property owned by the Association;

(e) To cause all officers, employees, or agents, having fiscal responsibility to be bonded, as it may deem appropriate;

(f) To cause the Common Area to be maintained; and

(g) Perform such other duties as may be established by the Membership from time to time or set forth in these Bylaws, the Articles of Incorporation, or the Declaration.

ARTICLE IX

COMMITTEES

Section 9.1. The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes.

Section 9.2. It shall be a function of each committee to receive complaints from members on any matter involving Association duties and activities within its field of responsibility. It shall make a recommendation and refer all information to the Board of Directors for action and/or disposition.

ARTICLE X

MEETINGS OF MEMBERS

Section 10.1. Annual Meetings. Regular annual meetings of the Members shall be held at the place and time to be provided by the Board of Directors by giving written notice to the Members in accordance with these Bylaws. The annual meeting shall, among other things, be used for the purpose of electing directors and conducting other official business of the Association.

Section 10.2. Special Meetings. Special meetings of the Members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 10.3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, or these Bylaws, written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not later than the 10th day or earlier than the 60th day before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member designating an alternate address 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 10.4. Quorum. For a meeting of the members at which a Director or Directors will be elected, the members present in person, proxy, absentee ballot, or electronic ballot shall constitute a quorum for the purpose of conducting elections. For all other meetings, the presence at the meeting of Members entitled to cast ten percent (10%) of the votes shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid, shall be present or be represented.

Section 10.5. Canvas in Lieu of Meeting. In the event that a quorum of Members is not achieved at any scheduled meeting, the Board of Directors may authorize a door-to-door canvas of all Members whose votes shall be duly recorded, and any action so taken shall have the same force and effect as if taken at a meeting at which a quorum of Members was present. Any such canvas must be completed within 30 days of the Board's decree.

Section 10.6. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting of the Members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall be sufficient to take action and decide any question validly brought before such meeting unless the question is one upon which by express provision of the statutes, the Articles of Incorporation,

or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 10.7. Proxies & Members Right to Vote. At all meetings of members, each member may vote in person or by proxy, absentee ballot, or electronic ballot (e-mail, facsimile, or posting on an internet website). All members may vote; no member may be disqualified from voting for any reason. All proxies shall be in writing and filed with the secretary. All proxies and ballots must be in writing and filed with the Association's managing agent. Electronic votes are considered written and signed. Absentee ballots must contain each proposed action with an opportunity to vote for or against, ballot mailing or delivery instructions, and a disclaimer that the ballot will not be counted if the proposal is changed at the meeting. Absentee ballots will not be counted if the member attends the meeting and votes in person or if the language of the vote changes from what was listed on the absentee ballot. Individual ballots may be disqualified for any of the following reasons, including, but not limited to, failure to sign the written ballot, failure to identify property to validate ownership, conflict between votes of two members of the same property, unreadable or ambiguous markings for vote, or voting for more candidates than open positions. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him/her of his/her Lot.

The Association is not required to provide an owner with more than one voting method; however, an owner must be allowed to vote by absentee ballot or proxy.

Section 10.8. Vote Tabulator. A person who is a candidate in an election to the Board or who is otherwise the subject of an Association election, or a person related to that person within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election except as provided by law. The person who tabulates votes in the election may not disclose to any other person how an individual voted. Only a person who tabulates votes or who performs a recount under Section 209.0057(c) of the Texas Property Code, may be given access to the ballots cast in the election or vote. This Section may not be construed to affect the Association's obligation to comply with a court order for the release of ballots or other voting records.

Section 10.9. Recount of Votes. Any member may, not later than the 15th day after the later of the date of the meeting at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes.

(a) A demand for a recount must be submitted in writing either: (1) by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the most recently filed management certificate; or (2) in person to the Association's managing agent as reflected on the most recently filed management certificate or to the address to which proxies and absentee ballots are mailed.

(b) The Association must estimate the costs for performance of the recount by a personal qualified to tabulate votes under Subsection (c) below and must send an invoice for the estimated costs to the requesting owner at the owner's last known address according to Association records not later than the 20th day after the date the Association receives owner's demand for the recount. The owner demanding a recount under this section must pay the invoices described by this Section

in full to the Association on or before the 30th day after the date the invoice is sent to the owner. If the invoice is not paid by the deadline prescribed in this Section, the owner's demand for a recount is considered withdrawn and a recount is not required.

(c) If the estimated costs under Subsection (b) are lesser or greater than the actual costs the Association must send a final invoice to the owner on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes, additional amounts owed by the owner, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the owner may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund shall be paid to the owner at the time the final invoice is sent under this subsection.

(d) Following receipt of payment under Subsection (b), the Association shall, at the expense of the member requesting the recount, retain for the purpose of performing the recount, the services of a person who:

- 1.) is not a member of the Association or related to a member of the Board within the third degree by consanguinity; and (i) a current or former county judge, county elections administrator, justice of the peace, or county voter registrar; or (ii) a person agreed on by the Association and the member requesting the recount.

(e) On or before the 30th day after the date of receipt of payment for a recount in accordance with subsection (b), the recount must be completed and the Association must provide each owner who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the requesting owner for the cost of the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 10.10. Tie Votes. Except for the votes in connection with the election of directors, a tie vote shall be decided by lot. In the event of a tie vote in the election of directors, the director candidates receiving the same number of votes (unless such tie vote does not affect the outcome of the election) shall be submitted to a second ballot vote. If a tie vote occurs at the second ballot vote (unless such tie vote does not affect the outcome of the election), the election of such director candidates receiving the same number of votes will be decided by lot.

Section 10.11 Membership Voting Outside of a Meeting. For any vote of the members, including an election, which is not conducted at a meeting, the Association shall give notice of the vote to all owners entitled to vote on any matter under consideration. The notice shall be given not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 11.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. The treasurer need not be a Member of the Association.

Section 11.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 11.3 Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 11.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 11.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective. The Board may declare an office vacant in the event three (3) meetings in a row are missed.

Section 11.6 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election of officers. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 11.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 11.8 Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all easements, contracts, leases, mortgages, deeds, and other written instruments; and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary

(c) 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 on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

d) 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE XII

ASSESSMENTS

Section 12.1. Assessments in Accordance with the Declaration. The Declaration sets forth the obligation of each Member to pay to the Association Assessments. The payment of such Assessments is secured by a lien upon each Member's Lot against which the Assessment is made, and the Association's rights pertaining to such lien may be enforced in the manner provided for in the Declaration. No Owner may exempt himself from payment of Assessments by waiver of the use or enjoyment of all or any portion of the Common Area or abandonment of his Lot or Tract.

ARTICLE XIII

BOOKS AND RECORDS

The books, records, and papers of the Association shall, during normal business hours, be subject to inspection by any Member upon reasonable notice to the Association, but in no event sooner than ten (10) business days' notice to the Association. Record requests are subject to the terms of the Association's Record Production and Copying Policy. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Members at the principal office of the Association, during normal business hours, where copies may be purchased at reasonable cost.

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 of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

AMENDMENTS

Section 15.1. These Bylaws may be amended, by a vote of a majority of the Board of Directors or by the affirmative vote or written consent, or any combination thereof, of a majority of the votes in the Association.

Section 15.2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS NOTICE TO MEMBERS

Section 16.1 Alternate Notice to Members. The Association may adopt a method that may be used to provide a notice from the Association to a property owner. The Association may use an alternative method to provide a notice for which another method is prescribed by law only if the owner to whom the notice is provided has affirmatively opted to allow the Association to use the alternative method of providing notice to provide to the owner notices for which another method is prescribed by law. An owner may not be required to allow the Association to use an alternative method of providing notice.

ARTICLE XVII

GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XVIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify its officers and directors to the maximum extent allowable pursuant to Texas Civil Statutes, Article 1396-2.22A (Section B), as the same now exists or may be hereafter amended.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, being an Officer of the Association, hereby executed this document acknowledging that the forgoing Amended and Restated Bylaws were approved by a majority of a quorum of the Board of Directors at an open and noticed Board meeting.

Executed on this the ___ day of January 2026.

_____, President
Village of Emerald Bay Homeowners Association,
Inc.

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ___ day of January 2026, by _____, President of the Village of Emerald Bay Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

FILED and RECORDED

Instrument Number: 2026016534

Filing and Recording Date: 04/08/2026 03:10:01 PM Pages: 19 Recording Fee: \$93.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

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

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kaegan