

**ADDITIONAL DEDICATORY INSTRUMENTS**  
**FOR**  
**BROADACRES HOMEOWNERS ASSOICATION**

THE STATE OF TEXAS                   §

COUNTY OF HARRIS                   §

BEFORE ME, the undersigned authority, on this day personally appeared **Mitchell Avila Katine**, who, being by me first duly sworn, states on oath the following:

"My name is **Mitchell Avila Katine**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the attorney for Broadacres Homeowners Association. The following instrument, **2022 Amended and Restated Restrictions for Broadacres Subdivision**, is a true and correct copy of an unrecorded Dedicatory Instrument, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to Broadacres Homeowners Association, and Broadacres Subdivision a recorded residential subdivision in the City of Houston, Harris County, Texas, being a part of Lot 4, a subdivision of Lot 5, of the Obedience Smith Survey, said subdivision being set out on that certain plat recorded in Volume 526, Page 497 of the Deed Records of Harris County, Texas, which map is incorporated herein by reference.

DATED this 10 day of June, 2022.

Broadacres Homeowners Association

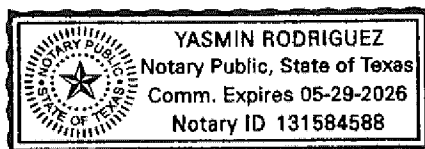
By:


  
Mitchell Avila Katine, Attorney

THE STATE OF TEXAS                   §

COUNTY OF HARRIS                   §

THIS INSTRUMENT was acknowledged before me on this the 10<sup>th</sup> day of June 2022, by **Mitchell Avila Katine**, attorney for Broadacres Homeowners Association., a Texas non-profit corporation, on behalf of said corporation.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After recording return to:  
Katine Nechman McLaurin LLP  
1834 Southmore Boulevard  
Houston, Texas 77004  
713-808-1001

RP-2022-305552

RP-2022-305552

STATE OF TEXAS

20

2

COUNTY OF HARRIS

for

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Broadacres is the name of a recorded residential subdivision in the City of Houston, Harris County, Texas, being a part of Lot 4, a subdivision of Lot 5, of the Obedience Smith Survey, said subdivision being set out on that certain plat (herein called the "**Plat**") recorded in Volume 526, Page 497 of the Deed Records of Harris County, Texas, which map is incorporated herein by reference (herein called the "**Subdivision**" or "**Broadacres**"), and

WHEREAS, on December 2, 2019, Amended Restrictions and Protective Covenants for Broadacres Subdivision was recorded in the Official Public Records of Harris County, Texas under Harris County Clerk's File No. RP-2019-531470 (the "**2019 Restrictions**"); and

WHEREAS, pursuant to Paragraph 12 of the 2019 Restrictions, the 2019 Restrictions may be altered, rescinded or modified by an instrument signed by a majority of the then Lot Owners of the Lots in Broadacres Subdivision; and

WHEREAS, this 2022 Amended and Restated Restrictions for Broadacres Subdivision ("2022 Amended Restrictions") has been signed by a majority of the Lot Owners of Lots in Broadacres Subdivision.

NOW, THEREFORE, these 2022 Amended Restrictions hereby replace any and all prior restrictions applicable to the Subdivision and all such prior restrictions (regardless of what they were named, titled or called) are hereby revoked for all purposes and are hereby replaced by these 2022 Amended Restrictions.

The following restrictions shall be applicable to all Lots and Common Properties (where indicated) in the Subdivision.

Each of the owners of record title to property within the Subdivision is herein called a "**Lot Owner**" and, collectively "**Lot Owners**" and the lots owned by the Lot Owners or otherwise subject to the provisions of this instrument being herein called collectively the "**Lots**" and individually a "**Lot**".

The Lot Owners designate Broadacres Homes Owners Association, a Texas non-profit corporation, ("**Association**") as their authorized representative to enforce the covenants, conditions and restrictions applicable thereto, to assess and collect any assessments, and to protect, preserve and maintain the Common Properties of the Association.

The Association shall be managed and operated according to the 2022 Amended Bylaws attached hereto as **Exhibit "A"** and incorporated herein for all purposes, as may be further amended.

1. **Land Use and Building Type**

(a) No Lot shall be used for any purpose except for single family residential purposes. The term "**residential purposes**", as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and commercial and professional uses to which the general public is invited, whether from homes, residences or otherwise, and all such uses of the Lots are expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling, a private garage for not more than three cars and bona fide servants quarters, except Lots 6 and 9 on each of which no more than 2 single dwellings, 2 private garages and two bona fide servants quarters may, subject to Section 4 below, be constructed, placed or permitted. No structure shall be permitted on a Lot which exceeds a height (excluding chimneys) of thirty-five feet from the natural grade of the Lot on which it is located or which contains more than two and one-half stories. A one-half story is defined as a floor contained within the roof line of a structure such that the structure appears to be a two story structure. The one-half story floor may have windows sometimes referred to as "dormers".

(b) No structure on a Lot may be used for short-term rental. Short-term rental means a lease or other arrangement for hire whereby a residence in the Subdivision is occupied for an initial term of less than six (6) consecutive months, even though such structure may be occupied by a single family. This prohibition excludes a temporary leaseback by a seller of a Lot.

2. **Dwelling Size and Construction**

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages or detached servant quarters, shall not be less than 4,500 square feet. No structure shall be constructed on a Lot which, when taken together with all other structures on the Lot, would exceed twenty-two point seven percent (22.7%) of the surface area of the Lot.

3. **Building Location**

No residence shall be constructed on a Lot nearer to the front property line than the residence which existed on the Lot on January 1, 2019, nor nearer than twenty (20) feet to either side property line. These restrictions establishing building lines apply to galleries, porches and porte cocheres, but will not be construed to apply to entrance steps. No fence, garage, servant's house or other detached structure, except Approved Structures as defined below, shall be constructed nearer than one hundred and fifty (150) feet to the front property line. No structures except Approved Structures may be built nearer than ten (10) feet to either a side or rear property line. On corner Lots, however, no structures except Approved Structures may be built closer than one hundred and twenty-five (125) feet to the side street property line. As used herein, "**Approved Structures**" means fences, walls and gates not more than eight feet in height and constructed only of ornamental iron or structures

otherwise approved in writing by the Architectural Control Committee (as defined below) prior to commencement of construction as being compatible with the overall design structures and related improvements in the Subdivision.

The front property line of each lot shall be as follows:

<u>Lot No.</u>	<u>Front Property Line</u>
Lots 1-6	The southerly right-of-way line of South Boulevard
Lots 9-15	The northerly right-of-way line of North Boulevard
Lots 8, 16-20	The southerly right-of-way line of North Boulevard
Lots 7, 21-25	The northerly right-of-way line of South Boulevard

**4. Lot Area**

Only Lots 6 and 9 may be re-subdivided into building sites comprised of a part of one or more Lots as originally platted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than 37,000 square feet in area.

**5. Nuisances**

No noxious or offensive activity shall be permitted upon any Lot or on the Common Properties, nor shall any lighting, signs or artwork be placed or anything be done on any Lot or on the Common Properties which may be or become an annoyance or nuisance to the Lot Owners in the Subdivision.

**6. Temporary Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage or quarters (except for living accommodations contained therein for family members or bona fide servants), or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently, and no such structure shall be permitted which may be or become an annoyance or nuisance to the neighborhood. No boat, trailer, or recreational, hunting or derelict vehicle or the like shall be kept at a location which is visible from a street.

**7. Utility Lines**

No utility pole, lines or overhead wires may be built or installed on any Lot. All electrical, light, telephone and other wires must be brought into the Lots underground. No solar panels may be installed in a manner that they will be visible from a street or an adjacent Lot.

**8. Trees and Hedges: Yards: Construction**

(a) In order to preserve the integrity of the landscape design originally devised by William Ward Watkin, no tree located within 15 feet of any curb on North, South, or West

Boulevard or Parkway may be substantially altered, removed, cut down or harmed except with the permission of the Board of Directors of the Association ("**Board**"). Any such tree which is removed or cut down shall be replaced with a tree of the same species in substantially the same location, except with the permission of the Board. The Board's permission shall not be unreasonably withheld where permission is sought to accommodate driveways or similar uses.

(b) Except as approved by the Board, hedges planted in the addition must be planted such a distance from the curb that the trimmed side of the hedge, being the side next to the curb, will not approach nearer than 8 feet to the curb. Grass on the Lots must be kept mowed at regular intervals in order to maintain the Lots' neat and attractive appearance.

(c) Except as otherwise approved by the Board, lawn maintenance, construction and landscaping work that produces noise (such as work involving the use of motorized equipment) shall be permitted only during the hours of 8 a.m. and 6 p.m., Monday through Saturday.

(d) A privacy fence shall be erected for the duration of any large scale construction project on a Lot and the Lot Owner shall take such action as is necessary to protect the Common Property of the Subdivision from damage as a result of such construction.

(e) From time to time, the Board may cause a written document to be prepared containing the current architectural standards and construction guidelines for the Subdivision, as well as an explanation and interpretation thereof. When available, such document shall be distributed to each Lot Owner. If there is a conflict between the provisions of any such document and these Restrictions, the provisions of these Restrictions shall control.

## 9. Animals

No animals, except bona fide domestic pets such as dogs and cats may be kept at the Lots, except with the express permission of the Board.

## 10. Signage

No sign, billboard, posters or advertising devices of any character, except ordinary street number signs may be placed anywhere on any Lot.

## 11. Architectural Control

(a) No structure shall be erected, modified or altered on any Lot in the Subdivision until two (2) sets of building plans, plot plan, showing the location of all structures, specifications, and evidence of estimated cost of construction (collectively, "**Plans**") have been approved in writing as to conformity with these Restrictions by an Architectural Control Committee (herein called the "**Committee**") appointed by the Board of Directors of the Association. The Board of Directors shall appoint the Committee and shall have the power to remove and replace Committee members in its sole discretion. All decisions of the Committee are appealable to the Board of Directors of the Association, which decision shall be final. Interior modification of residences, general landscaping,

and exterior repair and maintenance which does not change the appearance of a residence on a Lot do not need Committee approval.

(b) In the event these 2022 Amended Restrictions should remain in effect at a time when the Association has ceased to be in effect, at any time thereafter the then record Lot Owners of a majority of the Lots shall have the power to elect and remove the Committee consisting of five members.

(c) The Committee shall have the authority to grant waivers or variances from these 2022 Amended Restrictions but only after a determination by the Committee that the waivers or variances requested are in keeping with the spirit and integrity of the Subdivision. In determining the conformity of Plans and the appropriateness of any waivers or variances, the Committee shall take into consideration whether the structures which are the subject of the Plans are compatible with the provisions contained herein and with the predominant architectural styles, exterior building materials, finishes and colors, and scale of existing structures and improvements in the Subdivision. Any structure or improvement that is determined by the Committee to be of the same style and scale as an existing structure or improvement it would replace on a particular Lot shall be deemed to be compatible with the predominant architectural style and scale of the Subdivision. The Lot Owners do not envision homogenization of the Subdivision but the protection of the Subdivision from over-scaled, incongruous and stylistically incompatible structures that would diminish the value of the historic designation and stylistic character of the Subdivision.

(d) Plans approved by the Committee shall be considered as conforming to these 2022 Amended Restrictions. The Committee shall act in all matters in the manner provided in Section 13(b) below. In the event the Committee fails to give its approval or disapproval within thirty(30) days after such Plans have been submitted to it, such approval shall not be required, and this covenant will be deemed to have been complied with; provided however, the necessity for compliance with all the remaining provisions of these 2022 Amended Restrictions shall not be waived or affected by the Committee's failure to act and provided further that no such failure to act shall be treated as the granting of a requested waiver or variance of these 2022 Amended Restrictions.

(e) The grant of any waiver or variance shall be in writing signed by the chairman of the Committee at which such waiver or variance is approved, specifically identifying the plans or specifications for which a waiver or variance from the Restrictions is being sought. No such waiver or variance shall operate or be construed as a waiver or variance in respect to any Restrictions except to the extent expressly identified by such writing as to the particular property, the particular provision of these 2022 Amended Restrictions and the particular instance made the subject of the waiver or variance.

(f) The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant and shall not be liable for any action taken in good faith. The Committee shall have full power and authority to reject any plans and specifications that are not in keeping with the requirements of these 2022 Amended Restrictions.

(g) Any dwelling or addition to a dwelling erected in the Subdivision must have a minimum construction cost which, as shall be subject to determination by the Committee, will result in a structure which maintains the quality and character of the Subdivision.

## **12. Maintenance Fee**

(a) Each Lot in the Subdivision shall be subject to an annual maintenance fee ("**Annual Assessment**" or "**Maintenance Fee**"), due and payable annually on March 31st of each year to the Association, its successor or assign. The initial annual maintenance fee shall be \$4,000.00 for each Lot owned in the Subdivision. The amount of the maintenance fee following the first year shall be set at a Regular or Special meeting of the membership and must be approved by a majority vote of the Lot Owners, in person or by proxy,

(b) In the event the proposed maintenance fee fails to obtain the necessary votes at the annual or special meeting, then the maintenance fee for the next calendar year shall remain at the same amount as then currently set.

(c) The maintenance fee shall be used for the purpose of building, maintaining and operating the Common Properties, tennis court, recreational areas, or doing any other thing necessary or desirable to keep the Subdivision neat, clean, and in good order, as deemed necessary in the opinion of the Board.

(d) Each Lot Owner, for each Lot owned, hereby covenants, and each Lot Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association, its successors and assigns, the annual maintenance fee for each Lot owned by the Lot Owner in the Subdivision.

(e) The annual maintenance fee, together with interest, costs, and reasonable attorney's fees (said interest, costs and attorney's fees shall be deemed as a special fee), shall be a charge on the land and shall be a continuing lien upon the Lot against which such fee is made in favor of the Association. Each such fee, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the Lot Owner of such Lot at the time the fee fell due. The Lot Owner further agrees, by the purchase of any Lot in this subdivision, that the Association, its successors or assigns, shall be entitled, but not limited, to enforce its rights to collect said sums, attorney's fees and costs incurred in the collection of said sums by non-judicial and judicial foreclosure. Interest on any such delinquent fee and accompanying late fees shall accrue at the rate of twelve (12%) percent per annum.

## **13. Term**

These 2022 Amended Restrictions shall run with the land and shall be binding on the Lots and all Lot Owners of Lots, and all persons claiming under said Lot Owners until December 31, 2031, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years ad infinitum unless an instrument is approved by a majority vote of the Lot Owners whereby each Lot is entitled to one vote per Lot and then is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

14. **General**

(a) **The Association.** The Broadacres Homeowners Association is a Texas non-profit corporation and is the designated representative of all Lot Owners for the purpose of operating and managing the Subdivision, as well as enforcing these 2022 Amended Restrictions as may be further amended in the future. The Association has all of the powers of a Texas non-profit corporation as provided by Texas law, unless expressly delegated to the Lot Owners in this document or the Association's Bylaws, as may be amended.

(b) **Voting.** Unless a vote of the Lot Owners is expressly required with respect to any specific act hereunder, all actions and approvals required or allowed to be taken or granted hereunder shall be by the affirmative vote of a simple majority of the Board, provided, however, that the Board's power to take or grant actions or approvals may be delegated by the Board to any other committee duly appointed by the Board in which case such actions or approvals shall be taken or granted in the same manner by the members of such committees. Only Lot Owners may be Board Members or members of committees created by the Board.

(c) **Invalidity.** Invalidation of one or more of these covenants, by a judgment or a court order or otherwise, shall in no wise affect any other covenants, restrictions or conditions, but all of such other covenants, restrictions and conditions shall continue and remain in full force and effect.

(d) **Easements.** All valid and enforceable easements of record now affecting the Lots are hereby in all things ratified and confirmed.

(e) **Liens.** A violation of these Restrictions, or any part of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein contained.

(f) **No Waiver.** Except as otherwise expressly provided herein, the adoption of these restrictions, protective covenants and conditions is not intended to be, and shall not be construed as, a waiver of any right to enforcement against any violation of such restrictions, protective covenants and conditions which may be in existence at the time of such adoption. Any failure to enforce these restrictions, protective covenants and conditions against any violation of the same shall not be deemed to be a waiver of such restriction, protective covenant and condition or a waiver of the right to enforce any restriction against any other violation which may occur at any time.

(g) **Effectiveness.** Upon the filing in the Official Public Records of Real Property of Harris County, Texas, these restrictions, protective covenants and conditions are intended to and shall supplant and replace, in the entirety with respect to the Lots, any prior instrument purporting to impose restrictions or protective covenants on the Lots.



(h) Covenants Running with the Land. The covenants, restrictions and conditions set out herein are for the benefit of and binding upon the Lot Owners, their heirs, devisees, executors, administrators, successors and assigns, and equally for the benefit of and binding upon any subsequent owner of a Lot or Lots and his, her or their heirs, devisees, executors, administrators, successors and assigns. Accordingly all of the covenants, restrictions and conditions contained herein shall be covenants running with the land, enforceable at law or in equity by any one or more of said parties or by the Association. Any person, firm or corporation owning any Lot or any part thereof, which is subject to the restrictions herein contained, or similar restrictions hereinafter imposed, or the Association itself, may require the observance of these conditions, restrictions and covenants by the prosecution of any proceedings in court or in equity against any person, firm or corporation so violating or attempting to violate the same, to require removal of any such violation or enjoin the attempted violation, and shall also be entitled to any damages, attorney's fees, interest and other remedies available at law or equity for any such violations, provided, that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his, her or their ownership of the property involved in such breach; and further, each of the undersigned hereby acknowledges that each of the other Lot Owners executing this instrument is not now in violation of any such covenant or restriction.

(I) Existing Structures and Improvements. It is not the intention of the Association, the Lot Owners or of these Restrictions that any Lot Owner be required to change, alter, remove or relocate any existing structure or other improvements of any kind located within the Subdivision on, or approved by the Architectural Control Committee before, the Effective Date (defined below) as a result of these Restrictions becoming effective. Such existing structures or other improvements existing on, or so approved before, the Effective Date shall be grandfathered and shall not be required to be changed in any manner at any time.

(j) Conveyances. Deeds of conveyance of each of the Lots may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

(k) Savings. Except as otherwise provided herein, all instruments mentioned or referred to in this instrument by reference thereto, and any record thereof, are incorporated herein for all relevant purposes; invalidation by a judgment or decree of any court of competent jurisdiction or by any other means of any of the conditions, restrictions, assessments, liens, easements, charges or covenants established hereby or by any recorded documents (which shall be construed together) shall in nowise affect any other condition, restriction, assessment, lien, easement, charge or covenant which has been so established, all of which remaining conditions, restrictions, assessments, liens, easements, charges and covenants shall be and remain in full force and effect pursuant to the terms hereof.

(l) Bylaws. The Amended Bylaws attached hereto as **Exhibit "A"** shall be the Bylaws which regulate the Association, as may be amended from time to time.

(m) Common Properties. The eight (8) tracts of real property attached hereto as **Exhibit “B”** (see attached metes & bounds and survey) constitute the Common Properties owned by the Association for the use, benefit and enjoyment of the Lot Owners and their guests. The Board has exclusive care and control over the Common Properties, as well as restrictions and limitations on the use of the Common Properties. Use of the Common Properties is under the exclusive control and authority of the Board of Directors of the Association. The Common Properties may never be used for commercial purposes, nor shall any tents, sheds, out-buildings or structures of any type, permanent or temporary, be erected or placed on the Common Properties without the prior written consent of the Board.

(n) Enforcement. These 2022 Amended Restrictions may be enforced by the Board of Directors for the Association or any Lot Owner.

(o) Headings. Headings in preceding portions of this document are for convenience only and shall not affect any of such portions nor this document.

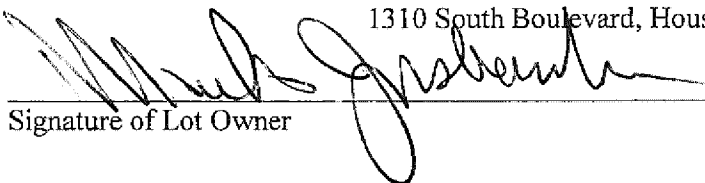
EXECUTED on the respective dates of the acknowledgment of each party hereto, and if executed in multiple counterparts, each of which shall constitute an original hereof for all purposes and shall constitute but one and the same instrument, which document shall be effective when filed for record in the Office of the County Clerk of Harris County, Texas. The effective date hereof for purposes of this document shall be the date of filing hereof for record in the Office of the County Clerk of Harris County, Texas (the **“Effective Date”**).

We, the undersigned Lot Owners, do hereby severally covenant, represent and warrant that we are the owners of the Lots or of the portions of the Lots as shown opposite our respective signatures hereto, that we have the full right and authority to execute this instrument and to bind said Lots and that the terms hereof shall extend to and be binding upon our respective heirs, personal representatives, successors and assigns

**(Signature Pages Begin on Next Page)**

**NAME OF LOT OWNER: REBECCA MARK-JUSBASCHE**

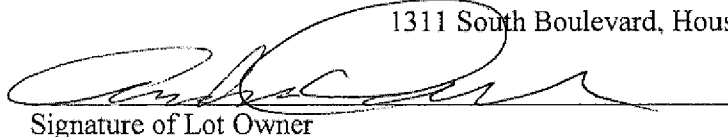
1310 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

05/31/22  
Date of Signature

**NAME OF LOT OWNER: ANDREW D. DURHAM**

1311 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/22  
Date of Signature

**NAME OF LOT OWNER: JEFFRIE ALLEN GREEN, Trustee of the Green Living Trust,**  
dated May 5, 1994

1314 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: MARIE GREEN, Trustee of The Green Living Trust,**  
dated May 5, 1994

1314 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: MITCHELL D. HOVENDICK**

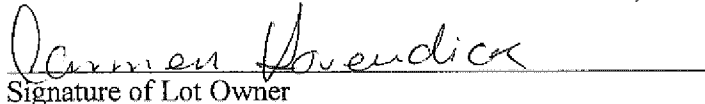
1314 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/22  
Date of Signature

**NAME OF LOT OWNER: CARMEN HOVENDICK**

1314 North Boulevard, Houston, Texas 77006


  
Signature of Lot Owner

5/19/22  
Date of Signature

RP-2022-305552

**NAME OF LOT OWNER: ROBERT B. TUDOR**

1405 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/22  
Date of Signature

**NAME OF LOT OWNER: PHOEBE B. TUDOR**

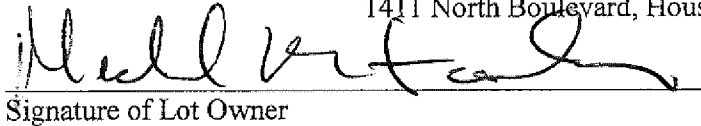
1405 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/22  
Date of Signature

**NAME OF LOT OWNER: MICHAEL M. FOWLER**

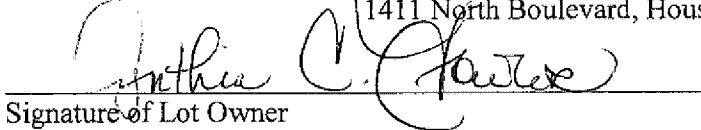
1411 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/25/22  
Date of Signature

**NAME OF LOT OWNER: CYNTHIA C. FOWLER**

1411 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/25/22  
Date of Signature

**NAME OF LOT OWNER: DANIEL DROR II**

1412 North Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: ANNE C. MENDELSON**

1412 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: ANTHONY H. SPEIER III**

1500 North Boulevard, Houston, Texas 77006

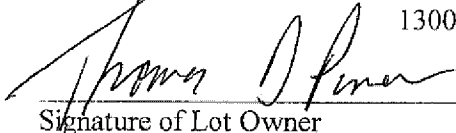
  
Signature of Lot Owner

5/21/22  
Date of Signature

RP-2022-305552

**NAME OF LOT OWNER: THOMAS D. PINCUS**

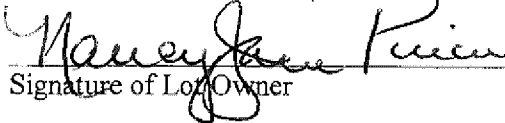
1300 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/20/2022  
Date of Signature

**NAME OF LOT OWNER: NANCY JANE PINCUS**

1300 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5-24-2022  
Date of Signature

**NAME OF LOT OWNER: SHYK-KUEN ROGER WU**

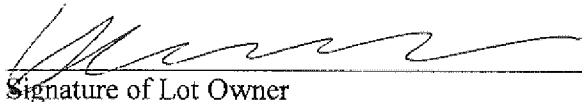
1305 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: YEH-PENG ESTHER WU**

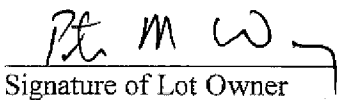
1305 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

05/19/2022  
Date of Signature

**NAME OF LOT OWNER: PETER M. WAY**

1309 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/25/2022  
Date of Signature

**NAME OF LOT OWNER: MARY FAYE WAY**

1309 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/25/2022  
Date of Signature

**NAME OF LOT OWNER: J. MICHAEL JUSBASCHE**

1310 South Boulevard, Houston, Texas 77006

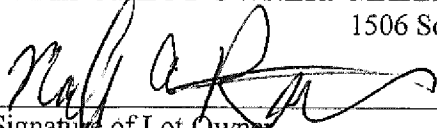
  
Signature of Lot Owner

May 19. 2022  
Date of Signature

RP-2022-305552

**NAME OF LOT OWNER: MARK ANSON ROTHWELL**

1506 South Boulevard, Houston, Texas 77006

  
\_\_\_\_\_  
Signature of Lot Owner

May 19, 2022  
\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: SCOTT V. VAN DYKE**

1515 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

RP-2022-305552

NAME OF LOT OWNER: SAMUEL EDWARD CODY DICK

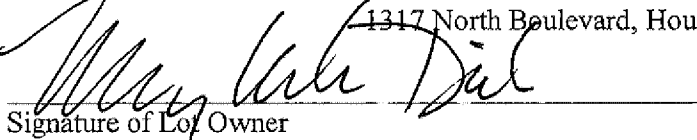
1317 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/2022  
Date of Signature

NAME OF LOT OWNER: MARY REBECCA DICK

1317 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5-19-2022  
Date of Signature

NAME OF LOT OWNER: BRIAN CRAIG CARESS, Trustee of the Brian Craig Caress

2008 Trust No. 1

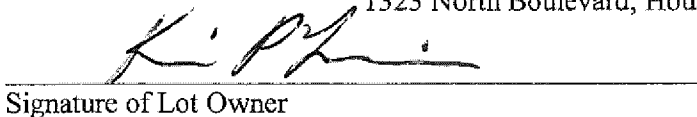
1318 North Boulevard, Houston, Texas 77006

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Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

NAME OF LOT OWNER: KEVIN LEWIS

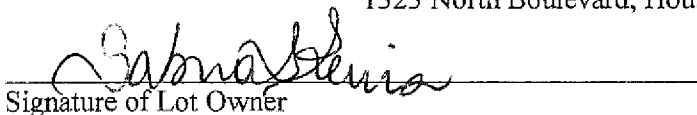
1323 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/25/22  
Date of Signature

NAME OF LOT OWNER: SABRIA LEWIS

1323 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/25/22  
Date of Signature

NAME OF LOT OWNER: ALICE McPHERSON

1323 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

RP-2022-305552

NAME OF LOT OWNER: **SAMUEL EDWARD CODY DICK**  
1317 North Boulevard, Houston, Texas 77006

Signature of Lot Owner


Date of Signature

NAME OF LOT OWNER: **MARY REBECCA DICK**  
1317 North Boulevard, Houston, Texas 77006

Signature of Lot Owner

Date of Signature

NAME OF LOT OWNER: **BRIAN CRAIG CARESS**, Trustee of the Brian Craig Caress  
2008 Trust No. 1  
1318 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

  
Date of Signature

NAME OF LOT OWNER: **KEVIN LEWIS**  
1323 North Boulevard, Houston, Texas 77006

Signature of Lot Owner

Date of Signature

NAME OF LOT OWNER: **SABRIA LEWIS**  
1323 North Boulevard, Houston, Texas 77006

Signature of Lot Owner

Date of Signature

NAME OF LOT OWNER: **ALICE McPHERSON**  
1323 South Boulevard, Houston, Texas 77006

Signature of Lot Owner

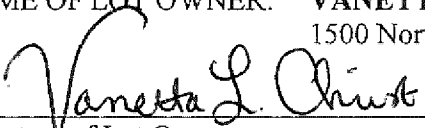
Date of Signature

RP-2022-305552



NAME OF LOT OWNER: **VANETTA LORAIN CHRIST**

1500 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/22  
Date of Signature

NAME OF LOT OWNER: **MICHAEL G. SCHEURICH**

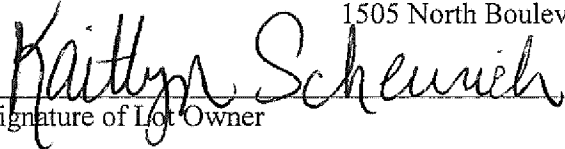
1505 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/22  
Date of Signature

NAME OF LOT OWNER: **KAITLYN SCHEURICH**

1505 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/22  
Date of Signature

NAME OF LOT OWNER: **BOARD OF REGENTS OF THE UNIVERSITY OF HOUSTON SYSTEM**

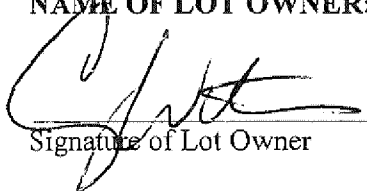
1505 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

NAME OF LOT OWNER: **CLAY WILLIAMS**


1506 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/22  
Date of Signature

NAME OF LOT OWNER: **JENIFER WILLIAMS**

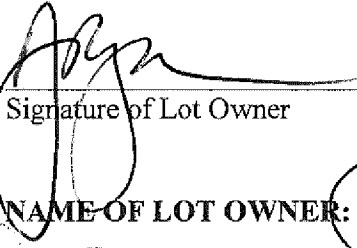
1506 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/19/22  
Date of Signature

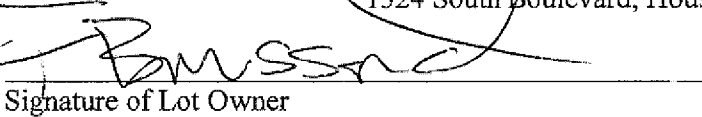
RP-2022-305552

NAME OF LOT OWNER: BENNY AND ANNE BERGERON MANAGEMENT TRUST  
1324 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

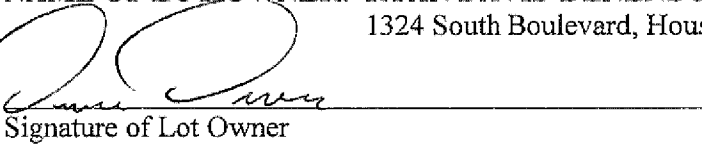
5/27/22  
Date of Signature

NAME OF LOT OWNER: FRANCES BROUSSARD  
1324 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

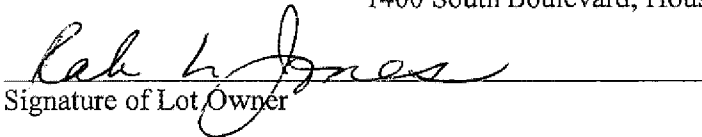
5/19/22  
Date of Signature

NAME OF LOT OWNER: RYAN DAVID DENENBURG  
1324 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

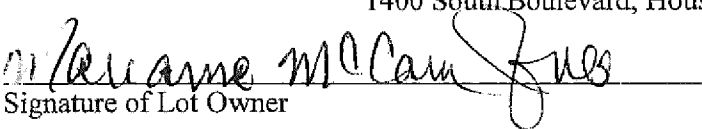
5/19/22  
Date of Signature

NAME OF LOT OWNER: ROB L. JONES  
1400 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

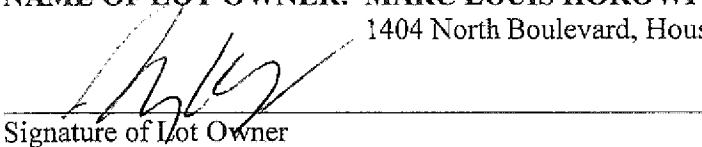
5/19/22  
Date of Signature

NAME OF LOT OWNER: MARIANNE McCANN JONES  
1400 South Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

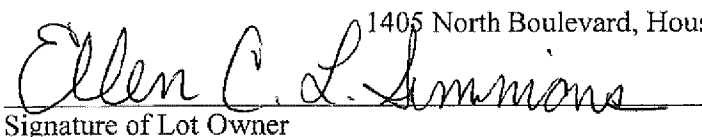
5/20/22  
Date of Signature

NAME OF LOT OWNER: MARC LOUIS HOROWITZ  
1404 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

5/22/22  
Date of Signature

NAME OF LOT OWNER: ELLEN C.L. SIMMONS  
1405 North Boulevard, Houston, Texas 77006

  
Signature of Lot Owner

May 19, 2022  
Date of Signature

RP-2022-305552

**NAME OF LOT OWNER: REBECCA MARK-JUSBASCHE**  
1310 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: ANDREW D. DURHAM**  
1311 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: JEFFRIE ALLEN GREEN, Trustee of the Green Living Trust,**  
dated May 5, 1994  
1314 South Boulevard, Houston, Texas 77006

*Jeff Green*  
\_\_\_\_\_  
Signature of Lot Owner

*5-19-22*  
\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: MARIE GREEN, Trustee of The Green Living Trust,**  
dated May 5, 1994  
1314 South Boulevard, Houston, Texas 77006

*Marie Green*  
\_\_\_\_\_  
Signature of Lot Owner

*5/19/22*  
\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: MITCHELL D. HOVENDICK**  
1314 North Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: CARMEN HOVENDICK**  
1314 North Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

RP-2022-305552

**NAME OF LOT OWNER: ROBERT B. TUDOR**

1405 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: PHOEBE B. TUDOR**

1405 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: MICHAEL M. FOWLER**

1411 North Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: CYNTHIA C. FOWLER**

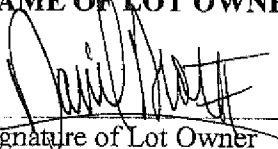
1411 North Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: DANIEL DROR II**

1412 North Boulevard, Houston, Texas 77006

  
\_\_\_\_\_  
Signature of Lot Owner

6-2-22  
\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: ANNE C. MENDELSON**

1412 South Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

**NAME OF LOT OWNER: ANTHONY H. SPEIER III**

1500 North Boulevard, Houston, Texas 77006

\_\_\_\_\_  
Signature of Lot Owner

\_\_\_\_\_  
Date of Signature

RP-2022-305552

NAME OF LOT OWNER: Board of Regents of the University of Houston System

Signature of Lot Owner: Printed  
Renukhaton

Date of Signature: May 19, 2022

Address of Lot: 1505 South Boulevard, Houston, Texas 77006

NAME OF LOT OWNER:

Signature of Lot Owner: Printed

Date of Signature:

Address of Lot:

NAME OF LOT OWNER:

Signature of Lot Owner: Printed

Date of Signature:

Address of Lot:

NAME OF LOT OWNER:

Signature of Lot Owner: Printed

Date of Signature:

Address of Lot:

NAME OF LOT OWNER:

Signature of Lot Owner: Printed

Date of Signature:

Address of Lot:

RP-2022-305552

**2022 AMENDED BYLAWS**  
**OF**  
**BROADACRES HOMEOWNERS ASSOCIATION**

These 2022 Amended Bylaws (referred to as the "2022 Amended Bylaws") govern the affairs of the Broadacres Homeowners Association, a Texas nonprofit corporation (the "Association" or the "Corporation") organized under the Texas Non-Profit Corporation Act (the "Act"). All terms capitalized herein shall have the same meaning as in the 2022 Amended and Restated Restrictions for Broadacres Subdivision, as amended (the "2022 Amended Restrictions") unless otherwise herein provided. The purpose of the Association is for the maintenance and improvement of the Broadacres Subdivision (including the Common Properties owned by the Association), the collection of assessments and the enforcement of deed restrictions.

**ARTICLE I**  
**OFFICES**

**1.1 Principal Office.** The principal office of the Corporation in the State of Texas shall be located in Houston, Texas . The Corporation may have such other offices, either in Texas or elsewhere, as the Board of Directors of the Association (the "Board") may determine. The Board may change the location of any office of the Corporation.

**1.2 Registered Office and Registered Agent.** The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board may change the registered office and the registered agent as provided in the Act.

**ARTICLE II**  
**MEMBERS**

**2.1 Membership.** The Corporation will have one class of Members, all of whom shall be homeowners in the Subdivision. Any person upon becoming an Owner of any Lot automatically and concurrently therewith shall become a Member of the Corporation. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

**2.2 Member in Good Standing.** A Member of the Corporation shall be considered to be a Member in good standing and eligible to vote as long as they are a Lot Owner.

**2.3 Voting rights.** The right to cast votes and the number of votes which may be cast for election of the Board, and on all other matters to be voted on by the Members, shall be calculated as follows:

- (a) Each Lot within the Subdivision shall be entitled to one (1) vote by the Owner or Owners of the Lot.

- (b) Any property interest entitling the Owner thereof to vote as herein provided held jointly or in common by more than one Owner shall require such Owners thereof to designate, in writing, a single Owner who shall be entitled to cast such vote and no other person shall be authorized to vote on behalf of such property interest. A copy of such written designation shall be filed with the Board before any such vote may be cast, and, upon the failure of the Owners thereof to file such designation, such vote shall neither be cast nor counted for any purpose whatsoever.
- (c) The membership of a person or entity in the Corporation shall terminate automatically whenever such person or entity ceases to own a Lot; however, such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Corporation or the 2022 Amended Restrictions during the period of ownership of the Lot, nor impair any rights or remedies which the Corporation or any other party may have with respect to each person or entity.

**2.4 Annual Meeting.** Commencing in the calendar year 2022, the annual meeting of the Members for the election of Directors and for the transaction of such other business as may properly come before the meeting, shall be held each year on a date and at a time and place designated by the Board. Failure to hold any annual meeting or meetings shall not work a forfeiture or dissolution of the Corporation.

**2.5 Special Meetings.** Except as otherwise provided by law or by the Articles of Incorporation, special meetings of the Members may be called by the President, any Vice-President, a majority of the Directors, or upon the written request of the Members who are entitled to vote twenty percent (20%) of all votes of the membership. Business transacted at any special meeting of Members shall be limited to the purpose or purposes stated in the notice of such meeting given in accordance with the terms of Section 2.6.

**2.6 Notice of Meetings - Waiver.** Written or printed notice of each meeting of Members, stating the place, day and hour of any meeting and, in the case of a special Members' meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of such meeting by or at the direction of the President, the Secretary, or the persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the Member at their address as it appears on books of the Corporation. Additional or earlier notice shall be given when required by law. The signing by a Member of a written waiver of notice of any Members' meeting, whether before or after the time stated in the waiver, shall be equivalent to receipt by them of all notice required to be given with respect to such meeting. Attendance by a Member at a Members' meeting, in person or by proxy, shall constitute waiver of notice of such meeting. No notice of any adjournment of any meeting shall be required.

2.7 **Quorum and Officers.** Except as otherwise provided by law or by the Articles of Incorporation or by these 2022 Amended Bylaws, the presence of Members in good standing, or of valid proxies, entitled to cast thirty-five percent (35%) of the vote of the membership shall constitute a quorum at a meeting of Members. Members in good standing present at any meeting, although representing less than a quorum, may from time to time adjourn the meeting to some other day and hour, without notice other than announcement at the meeting. The Members in good standing 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. At all meetings of Members, questions, except those expressly governed by statute, the Articles of Incorporation, these 2022 Amended Bylaws or the 2022 Amended Restrictions shall be decided by a simple majority of the votes of the Members in good standing present in person or by proxy at a meeting duly called with a quorum present. The President shall preside at, and the Secretary shall keep the records of, each meeting of Members, and in the absence of either such officer, such duties shall be performed by any other officer authorized by these 2022 Amended Bylaws or any person appointed by resolution duly adopted at the meeting.

2.8 **Proxies.** A Member may vote either in person or by proxy executed in writing by the Member or by their duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

2.9 **Balloting.** Voting may be by voice vote or by show of hands, but upon the demand of any Member, the vote upon any question before the meeting shall be by written ballot. At each meeting, inspectors of election may be appointed by the presiding officer of the meeting, and at any meeting for the election of Directors, inspectors shall be so appointed on the demand of any Member present or represented by proxy and entitled to vote in such election of Directors. No Director or candidate for the office of Director shall be appointed as such an inspector.

2.10 **Record Date.** The Board may fix in advance a date as the record date for the determination of Members entitled to notice of a meeting, entitled to vote at a meeting or entitled to the exercise of any right regarding any other lawful action. Such date shall be not more than sixty (60) days prior to the date on which the particular action requiring such determination of Members is to be taken.

### **ARTICLE III** **BOARD**

3.1 **Management by Board.** The business and property of the Corporation shall be managed and controlled by the Board and shall be subject to the restrictions imposed by law, the Articles of Incorporation of this Corporation, the 2022 Amended Bylaws and the 2022 Amended Restrictions of the Subdivision

3.2 **Number and Tenure.** The Board shall consist of no fewer than three (3) and no more than nine (9) members, as determined from time to time by resolution of the Board or the Members. No decrease in the number of Directors shall effect a shortening of the term of any incumbent Director.



Except as otherwise provided herein, each position on the Board shall be filled by election at the annual meeting of Members. Each person elected as Director shall hold office, unless removed in accordance herewith, until the next annual meeting of Members, and until a successor shall have been duly elected and qualified. Any Director may be removed from the Board for cause by a majority of the votes entitled to be cast by those Members present in person or represented by proxy at a meeting of the Members at which a quorum is present. In the event of death, resignation or removal of a Director, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor. The President may appoint advisory members to the Board at their discretion. The Members may not elect as a Director a person who is not a Member and who does not own title to a Lot.

**3.3 Annual Meeting.** The annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of Members.

**3.4 Regular Meetings.** Regular meetings of the Board shall be held at such time and place as shall be designated by resolution of the Board. Notice of such regular meetings shall not be required.

**3.5 Special Meetings.** Special meetings of the Board may be called by or at the request of the President or a majority of Directors in office. A person or persons authorized to call special meetings of the Board may fix any place within Texas as the place for holding a special meeting. The person or persons calling a special meeting shall notify the Secretary of the information required to be included in the notice of the meeting. The Secretary shall give notice to the Directors as required in these 2022 Amended Bylaws.

**3.6 Notice.** Written or printed notice of any special meeting of the Board shall be delivered to each Director not less than three (3) nor more than ten (10) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the purpose or purposes for which the meeting is called.

**3.7 Quorum.** The majority of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. The Directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Directors leave the meeting so that less than a quorum remains, However, no action may be approved without the vote of at least a majority of the number of Directors required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the Directors present may adjourn and reconvene the meeting one time without further notice.

**3.8 Duties.** Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. Directors shall act as fiduciaries with respect to the interests of the Members. In acting in their official capacity as Directors of this Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation and that are not unlawful. In all other instances, the Board shall not take any action that they should reasonably

believe would be opposed to the Corporation's best interests or would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

**3.9 Action of the Board.** The vote of a majority of Directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board unless the act of a greater number is required by law or the 2022 Amended Bylaws. A Director who is present at a meeting and abstains from a vote is considered not to be present and voting for the purpose of determining the decision of the Board.

**3.10 Compensation.** Directors shall not receive salaries for their services. The Board may adopt a resolution providing for payment to Directors for expenses for attendance at each meeting of the Board, if any. A Director may serve the Corporation in any other capacity and receive compensation for those services.

## **ARTICLE IV**

### **OFFICERS**

**4.1 Officers.** The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The Board may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**4.2 Election and Term of Office.** The officers of the Corporation shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers is not held at this meeting, the election shall be held as soon thereafter conveniently possible. Each officer shall hold office until a successor is duly selected and qualified.

**4.3 Removal.** Any officer elected or appointed by the Board may be removed by the Board with or without good cause. The removal of an officer shall be without prejudice to the rights, if any, of the officer.

**4.4 Vacancies.** A vacancy in any office may be filled by the Board for the unexpired portion of the officer's term.

**4.5 President.** The President shall be the chief executive officer of the Corporation. The President shall supervise and control all of the business and affairs of the Corporation. The President shall preside at all meetings of the Members and of the Board of Directors. The President may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board have authorized to be executed. However, the President may not execute instruments on behalf of the Corporation if this power is expressly delegated to another officer or agent of the Corporation by the Board, the 2022 Amended Bylaws, or statute. The President shall perform other duties prescribed by the Board and all duties incident to the office of President.

**4.6 Vice President.** When the President is absent, is unable to act or refuses to act, the Vice President shall perform the duties of the President. When the Vice President acts in place of the President, the Vice President shall have all the powers of and be subject to all the 2022 Amended Restrictions upon the President. If there is more than one Vice President, the Vice Presidents shall act in place of the President in the order of the votes received when elected. A Vice President shall perform other duties as assigned by the President or Board.

**4.7 Treasurer.** The Treasurer shall:

- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation;
- (b) Receive and give receipts for moneys due and payable to the Corporation from any source;
- (c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided in these 2022 Amended Bylaws or as directed by the Board or President;
- (d) Write checks and disburse funds to discharge obligations of the Corporation, provided that all checks and disbursement of funds drawn from the Corporation or its accounts shall require the signature of the President or the President-Elect or the Vice President or the Assistant Treasurer, if any, in addition to the signature of the Treasurer;
- (e) Maintain the financial books and records of the Corporation;
- (f) Prepare financial reports at least annually;
- (g) Perform other duties as assigned by the President or by the Board;
- (h) If required by the Board, give a bond for the faithful discharge of their duties in a sum and form of a surety as determined by the Board; and,
- (i) Perform all of the duties incident to the office of Treasurer.

**4.8 Secretary.** The Secretary shall:

- (a) Give notices as provided in the 2022 Amended Bylaws or as required by law;
- (b) Take notes of the meetings of the Members and of the Board and keep the minutes as part of the corporate records;

- (c) Maintain custody of the corporate records and of the seal of the Corporation;
- (d) Affix the seal of the Corporation to all documents as authorized;
- (e) Keep a register of the mailing address of each Member, director, officer, and employees of the Corporation;
- (f) Perform duties as assigned by the President or by the Board; and
- (g) Perform all duties incident to the office of Secretary.

## **ARTICLE V**

### **COMMITTEES**

**5.1 Establishment of Committees.** The Board may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include two or more Directors and may include persons who are not Directors. The Board may establish qualifications for membership on a committee. The establishment of a committee or the delegation of authority to it shall not relieve the Board, or any individual Director, of any responsibility imposed by these 2022 Amended Bylaws or otherwise imposed by law. No committee shall have the authority of the Board to:

- (a) Amend the Articles of Incorporation;
- (b) Adopt a plan of merger or a plan of consolidation with another corporation;
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation;
- (d) Authorize the voluntary dissolution of the Corporation;
- (e) Revoke proceedings for the voluntary dissolution of the Corporation;
- (f) Adopt a plan for the distribution of the assets of the Corporation;
- (g) Amend, alter, or repeal these 2022 Amended Bylaws;
- (h) Elect, appoint, or remove a member of a committee or a Director or officer of the Corporation;

- (i) Approve any transaction to which the Corporation is a party and that involves a potential conflict of interest as defined in Section 6.4, below; or
- (j) Take any action outside the scope of authority delegated to it by the Board.

## **ARTICLE VI**

### **TRANSACTIONS OF THE CORPORATION**

**6.1 Contracts.** The Board may authorize any officer or agent of the Corporation to enter into a contract to execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

**6.2 Deposits.** All funds of the Corporation shall be deposited to the credit of the Corporation in banks or trust companies, or other depositories that the Board selects.

**6.3 Gifts.** The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board may make gifts and give charitable contributions that are not prohibited by these 2022 Amended Bylaws, the Article of Incorporation, state law; and any requirements for maintaining the Corporation's federal land tax status.

**6.4 Potential Conflicts of Interest.** The Corporation shall not make any loan to a Director or officer of the Corporation. A Member, Director, officer, or committee member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by these 2022 Amended Bylaws, Articles of Incorporation, and all applicable laws. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation shall not borrow money from or otherwise transact business with a Member, Director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a Member, Director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board or the Members not including the vote of any person having a personal interest in the transaction.

**6.5 Prohibited Acts.** As long as the Corporation is in existence, and except with the prior approval of the Board or the Members, no Member, Director, officer or committee member of the Corporation shall:

- (a) Do any act in violation of these 2022 Amended Bylaws or a binding obligation of the Corporation;
- (b) Do any act with the intention of harming the Corporation or any of its operations;

- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;
- (d) Receive an improper personal benefit from the operation of the Corporation;
- (e) Use the assets of this Corporation directly or indirectly, for any purpose other than carrying on the business of this Corporation;
- (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will;
- (g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business; or
- (h) Disclose any of the Corporation business practices, trade secrets or any other information not generally known to the business community to any person not authorized to receive it.

## **ARTICLE VII**

### **BOOKS AND RECORDS**

**7.1 Required Books and Records.** The Corporation shall keep correct and complete books and records.

**7.2 Inspection.** Any Member, Director, officer, or committee member of the Corporation may inspect and receive copies of all books and records of the Corporation required to be kept by the these 2022 Amended Bylaws. Such a person may inspect or receive copies if the person has a proper purpose related to the person's in the Corporation. Any person entitled to inspect and copy the Corporation's books and records may do so through their attorney or other duly authorized representative. The Board may establish reasonable fees for copying the Corporation's books and records by Members.

## **ARTICLE VIII**

### **INDEMNIFICATION AND INSURANCE**

**8.1 Indemnification.** The Corporation hereby indemnifies any Director, officer or committee member or former Director, officer or committee member of the Corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred by them, by action in court or otherwise, by reason of them being or having been such Director, officer or committee member, except in relation to matters as to which they shall have been guilty of gross negligence or intentional misconduct in respect of the manner in which indemnity is sought.

**8.2 Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee or agent of the Corporation against any liability asserted against such person in any such capacity or arising out of such person against such liability under the provisions of the Texas Business Corporations Act.

## **ARTICLE IX**

### **NOTICES**

**9.1 Notice by Mail or Email.** Every notice required or permitted by these 2022 Amended Bylaws to be given to a Member, Director, officer, or member of a committee of the Corporation may be given by mail, email and mail. If **mailed**, a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at their address as it appears on the records of the Corporation, with postage prepaid. If given by **email**, a notice shall be deemed to be delivered when sent to the person at their last known email address as it appears on the records of the Corporation. A person may change their address by giving written notice to the Secretary of the Corporation.

**9.2 Signed Waiver.** Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or these 2022 Amended Bylaws, a waiver in writing signed by a person titled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of notice will be effective whether signed before or after the time stated in the notice being waived.

**9.3 Waiver by Attendance.** The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

## **ARTICLE X**

### **SPECIAL PROCEDURES CONCERNING MEETINGS**

**10.1 Meet by Telephone.** Subject to the provisions required or permitted by the Articles of Incorporation, these 2022 Amended Bylaws or the laws of the State of Texas, for notice of meeting, Members of the Board or members of any committee designated by the Board, may participate in and hold any meeting required or permitted under these 2022 Amended Bylaws by telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such a meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

**10.2 Written Consent.** Action may be taken by use of written consents signed by the number of Members, Directors, or committee members whose vote would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must bear the date of signature of each person signing it. A consent signed by fewer than all of the Members, Directors or committee members is not effective to take the intended action unless consents, signed by the required number of persons, are delivered to the Corporation within sixty (60) days after the date of the earliest-dated consent delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the Corporation's registered office, registered agent principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If delivery is made to a Corporation's principal place of business, the consent must be addressed to the President or principal executive officer.

## **ARTICLE XI**

### **AMENDMENTS TO 2022 AMENDED BYLAWS**

The 2022 Amended Bylaws may be altered, amended, or repealed and new amended Bylaws may be adopted by two-thirds (2/3) of the votes of the Members present at any duly called annual or special meeting of Members at which a quorum is present. The notice of any meeting at which the 2022 Amended Bylaws are altered, amended, or repealed, or at which new amended Bylaws are adopted shall include the text of the proposed Bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively the notice may include a fair summary of those provisions.

## **ARTICLE XII**

### **CONFLICT**

Notwithstanding anything contained herein to the contrary, should all or part of any Section of these 2022 Amended Bylaws be in conflict with the provisions of the Texas Non-Profit Corporation Act, any other Texas law or the 2022 Amended Restrictions, such law or the 2022 Amended Restrictions, as the case may be, shall control and should any part of these 2022 Amended Bylaws be invalid or inoperative for any reason, the remaining parts, as far as possible and is reasonable, shall be valid and operative.



**METES AND BOUNDS DESCRIPTION  
BROADACRES ADDITION – COMMON AREA TRACTS  
HARRIS COUNTY, TEXAS  
February 9, 2022**

**TRACT ONE (0.0318 Acres)**

All that certain 0.0318 acre tract of land being all of a circular area contained within a concrete curb in the right-of-way at the intersection of North Boulevard and West Boulevard all being within the Broadacres Addition as recorded under Volume 6, Page 20 of the Map Records of Harris County Texas and being situated in the O. Smith, Survey, Abstract No. 696, City of Houston, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

**COMMENCING** at a 3/8-inch iron rod found at the southeast corner of Lot 9 of said Broadacres Addition and being situated in the north right-of-way line of North Boulevard;

**THENCE** North 79°11'37" East, for a distance of 47.27 feet to the **CENTER POINT** of herein described tract being circular island bounded by a 6-inch curb circle with a 21.00 foot radius and containing within these calls 0.0318 acres (1,385 square feet) of land.

**TRACT TWO (0.5130 Acres)**

All that certain 0.5130 acre tract of land being all of an esplanade area contained within a concrete curb in the right-of-way at the North Boulevard all being within the Broadacres Addition as recorded under Volume 6, Page 20 of the Map Records of Harris County Texas and being situated in the O. Smith, Survey, Abstract No. 696, City of Houston, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

**COMMENCING** at a 5/8-inch iron rod found at the northeast corner of Lot 18 of said Broadacres Addition and being situated in the south right-of-way line of North Boulevard;

**THENCE** North 83°57'49" West, for a distance of 134.02 feet to the **POINT OF BEGINNING** of herein described tract of land;

**THENCE** South 87°31'41" West, along the face of a curb of said esplanade, for a distance of 380.03 feet to a point of curvature;

**THENCE** in a northerly direction, along the face of said curb and along the arc of a curve to the right having a radius of 26.50 feet, a central angle of 180°00'00", an arc length of 83.25 feet and a chord bearing North 02°28'19" West, 53.00 feet to the point of tangency of herein described curve;

**THENCE** North 87°31'41" East, along the face of said curb, for a distance of 380.00 feet to a point of curvature of a curve to the right;

THENCE in a southerly direction, along the face of said curb and along the arc of said curve to the right having a radius of 26.50 feet, a central angle of 179°56'00", an arc length of 83.22 feet and a chord bearing South 02°30'19" East, for a distance of 53.00 feet to the POINT OF BEGINNING of herein described tract and containing within these calls 0.5130 acres (22,346 square feet) of land.

#### TRACT THREE (0.5130 Acres)

All that certain 0.5130 acre tract of land being all of an esplanade area contained within a concrete curb in the right-of-way at the North Boulevard all being within the Broadacres Addition as recorded under Volume 6, Page 20 of the Map Records of Harris County Texas and being situated in the O. Smith, Survey, Abstract No. 696, City of Houston, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

COMMENCING at a 5/8-inch iron rod found at the northeast corner of Lot 18 of said Broadacres Addition and being situated in the south right-of-way line of North Boulevard;

THENCE North 69°31'13" West, for a distance of 51.30 feet to the POINT OF BEGINNING of herein described tract of land;

THENCE in a northerly direction, along the face of said curb and along the arc of a curve to the right having a radius of 26.50 feet, a central angle of 180°00'00", an arc length of 83.25 feet and a chord bearing North 02°28'19" West, 53.00 feet to the point of tangency of herein described curve;

THENCE North 87°31'41" East, along the face of said curb, for a distance of 380.00 feet to a point of curvature of a curve to the right;

THENCE in a southerly direction, along the face of said curb and along the arc of said curve to the right having a radius of 26.50 feet, a central angle of 179°56'00", an arc length of 83.22 feet and a chord bearing South 02°30'19" East, for a distance of 53.00 feet to a point for corner;

THENCE South 87°31'41" West, along the face of a curb of said esplanade, for a distance of 380.03 feet to the POINT OF BEGINNING of herein described tract and containing within these calls 0.5130 acres (22,346 square feet) of land.

#### TRACT FOUR (2.0008 Acres)

All that certain 2.0008 acre tract of land being all of an park area contained within a concrete curb being bounded on the west by Parkway Drive, on the north by North Boulevard, on the east by Graustark Street and on the south by South Boulevard and all being within the Broadacres Addition as recorded under Volume 6, Page 20 of the Map Records of Harris County Texas and being situated in the O. Smith, Survey, Abstract No. 696, City of Houston, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

COMMENCING at a chiseled "X" found at the southeast corner of Lot 25 of said Broadacres Addition and being in the west right-of-way line of Parkway Drive (based on a width of 30-feet)

THENCE South  $36^{\circ}13'56''$  East, for a distance of 53.85 feet to the POINT OF BEGINNING of herein described tract of land in the east right-of-way line of said Parkway Drive;

THENCE North  $02^{\circ}27'56''$  West, along the face of a 6-inch curb, for a distance of 452.39 feet to the point of curvature of a curve to the right;

THENCE in a northeasterly direction, continuing along the face of said 6-inch curb and along the arc of said curve to the right having a radius of 50.00 feet, a central angle of  $37^{\circ}55'58''$ , an arc length of 33.10 feet and a chord bearing North  $16^{\circ}30'03''$  East, 32.50 feet to a point of tangency of herein described curve to the right;

THENCE North  $35^{\circ}28'02''$  East, continuing along the face of said 6-inch curb, for a distance of 192.46 feet to the point of curvature of a curve to the right;

THENCE in a easterly direction, continuing along the face of said 6-inch curb and along the arc of said curve to the right having a radius of 4.48 feet, a central angle of  $84^{\circ}10'10''$ , an arc length of 6.59 and a chord bearing North  $77^{\circ}33'06''$  East, 6.01 feet to the point of tangency of herein described curve to the right;

THENCE South  $02^{\circ}11'20''$  East, continuing along the face of said 6-inch curb, for a distance of 817.95 feet to the point for corner;

THENCE in a northwesterly direction, continuing along the face of said 6-inch curb and along the arc of a curve to the right having a radius of 7.91 feet, a central angle of  $34^{\circ}2'00''$ , an arc length of 4.75 feet and a chord bearing North  $57^{\circ}44'12''$  West, 4.67 feet to the point of tangency of herein described curve to the right;

THENCE North  $40^{\circ}33'12''$  West, continuing along the face of said 6-inch curb, for a distance of 188.63 feet to the point of curvature of a curve to the right;

THENCE in a northwesterly direction continuing along the face of said 6-inch curb and along the arc of said curve to the right having a radius of 50.00 feet, a central angle of  $38^{\circ}05'16''$ , an arc length of 33.24 feet and a chord bearing North  $21^{\circ}30'34''$  West, 32.63 feet to the POINT OF BEGINNING of herein described tract and containing within these calls 2.0008 acres (87,156 square feet) of land.

#### TRACT FIVE (0.5130 Acres)

All that certain 0.5130 acre tract of land being all of an esplanade area contained within a concrete curb in the right-of-way at the South Boulevard all being within the Broadacres Addition as recorded under Volume 6, Page 20 of the Map Records of Harris County Texas and being situated in the O. Smith, Survey, Abstract No. 696, City of Houston, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

COMMENCING at a 5/8-inch iron rod found at the northeast corner of Lot 3 of said Broadacres Addition and being situated in the south right-of-way line of South Boulevard;

THENCE North  $82^{\circ}18'59''$  West, for a distance of 112.57 feet to the POINT OF BEGINNING of herein described tract of land;

THENCE in a northerly direction, along the face of said curb and along the arc of a curve to the right having a radius of 26.50 feet, a central angle of  $180^{\circ}00'00''$ , an arc length of 83.25 feet and a chord bearing North  $02^{\circ}28'19''$  West, 53.00 feet to the point of tangency of herein described curve;

THENCE North  $87^{\circ}31'41''$  East, along the face of said curb, for a distance of 380.00 feet to a point of curvature of a curve to the right;

THENCE in a southerly direction, along the face of said curb and along the arc of said curve to the right having a radius of 26.50 feet, a central angle of  $179^{\circ}56'00''$ , an arc length of 83.22 feet and a chord bearing South  $02^{\circ}30'19''$  East, for a distance of 53.00 feet to a point for corner;

THENCE South  $87^{\circ}31'41''$  West, along the face of a curb of said esplanade, for a distance of 380.03 feet to the POINT OF BEGINNING of herein described tract and containing within these calls 0.5130 acres (22,346 square feet) of land.

#### TRACT SIX (0.5130 Acres)

All that certain 0.5130 acre tract of land being all of an esplanade area contained within a concrete curb in the right-of-way at the South Boulevard all being within the Broadacres Addition as recorded under Volume 6, Page 20 of the Map Records of Harris County Texas and being situated in the O. Smith, Survey, Abstract No. 696, City of Houston, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

COMMENCING at a 5/8-inch iron rod found at the northeast corner of Lot 3 of said Broadacres Addition and being situated in the south right-of-way line of South Boulevard;

THENCE North  $86^{\circ}40'14''$  West, for a distance of 196.36 feet to the POINT OF BEGINNING of herein described tract of land;

THENCE South  $87^{\circ}31'41''$  West, along the face of a curb of said esplanade, for a distance of 380.03 feet to a point of curvature;

THENCE in a northerly direction, along the face of said curb and along the arc of a curve to the right having a radius of 26.50 feet, a central angle of  $180^{\circ}00'00''$ , an arc length of 83.25 feet and a chord bearing North  $02^{\circ}28'19''$  West, 53.00 feet to the point of tangency of herein described curve;

THENCE North  $87^{\circ}31'41''$  East, along the face of said curb, for a distance of 380.00 feet to a point of curvature of a curve to the right;

THENCE in a southerly direction, along the face of said curb and along the arc of said curve to the right having a radius of 26.50 feet, a central angle of  $179^{\circ}56'00''$ , an arc length of 83.22 feet and a chord bearing South  $02^{\circ}30'19''$  East, for a distance of 53.00 feet to the POINT OF BEGINNING of herein described tract and containing within these calls 0.5130 acres (22,346 square feet) of land.

**TRACT SEVEN (0.0318 Acres)**

All that certain 0.0318 acre tract of land being all of a circular area contained within a concrete curb in the right-of-way at the intersection of South Boulevard and West Boulevard all being within the Broadacres Addition as recorded under Volume 6, Page 20 of the Map Records of Harris County Texas and being situated in the O. Smith, Survey, Abstract No. 696, City of Houston, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

**COMMENCING** at a 5/8-inch iron rod found at the southeast corner of Lot 21 of said Broadacres Addition and being situated in the east right-of-way line of West Boulevard;

**THENCE** South  $07^{\circ}52'37''$  East, for a distance of 256.66 feet to the **CENTER POINT** of herein described tract being circular island bounded by a 6-inch curb circle with a 21.00 foot radius and containing within these calls 0.0318 acres (1,385 square feet) of land.

**TRACT EIGHT (0.4764 Acres)**

All that certain 0.4764 acre tract of land being all of an esplanade area contained within a concrete curb in the right-of-way at the West Boulevard all being within the Broadacres Addition as recorded under Volume 6, Page 20 of the Map Records of Harris County Texas and being situated in the O. Smith, Survey, Abstract No. 696, City of Houston, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings are based on the Texas Coordinate System of 1983, South Central Zone 4204)

**COMMENCING** at a Chiseled "X" in concrete curb located at the northeast corner of Lot 8 of said Broadacres Addition and being situated in the south right-of-way line of South Boulevard;

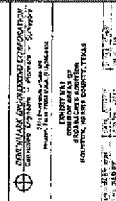
**THENCE** South  $62^{\circ}17'03''$  East, for a distance of 22.47 feet to the **POINT OF BEGINNING** of herein described tract of land;

**THENCE** in a easterly direction, along the face of a 6-inch concrete curb and along the arc of a curve to the right having a radius of 26.50 feet, a central angle of  $179^{\circ}56'00''$ , an arc length of 83.22 feet and a chord bearing North  $87^{\circ}29'41''$  East, 53.00 feet;

**THENCE** South  $02^{\circ}23'33''$  East, continuing along the face of said 6-inch curb, for a distance of 349.98 feet to the point of curvature of a curve to the right;

**THENCE** in a westerly direction, continuing along the face of said 6-inch curb and along the arc of said curve to the right having a radius of 26.50 feet, a central angle of  $180^{\circ}00'00''$ , an arc length of 83.25 feet and a chord bearing South  $87^{\circ}31'41''$  West, 53.00 feet to the point of tangency of herein described curve to the right;

**THENCE** North  $02^{\circ}23'33''$  West, continuing along the face of said 6-inch curb, for a distance of 349.95 feet to the **POINT OF BEGINNING** of herein described tract and containing within these calls 0.4764 acres (20,753 square feet) of land.



RP-2022-305552  
# Pages 39  
06/13/2022 09:29 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$166.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2022-305552