



SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the President of Thunderbird North Community Association, Inc., a property owner's association as defined in Section 202.001 of the Texas Property Code ("the Association"), hereby supplements the "Notice of Dedicatory Instruments for Thunderbird North Community Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Thunderbird North Community Association, Inc." filed of record in the Official Public Records of Real Property of Fort Bend County, Texas under County Clerk's File Nos. 2011067153 and 2012048615 ("Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Restrictive Covenants. The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents in addition to those referenced in the Notice includes the following:
 - a. Documents:
 - (1) First Amendment to Restrictions for Thunderbird North.
 - b. Recording Information:
 - (1) Fort Bend County Clerk's File No. 2015028360.
2. Additional Dedicatory Instrument. In addition to the Dedicatory Instrument identified in the Notice, the following document is a Dedicatory Instrument governing the Association.
 - a. Certificate of Secretary of Thunderbird North Community Association, Inc. regarding Amended and Restated By-Laws Thunderbird North Community Association, Inc.

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 21st day of October, 2015.

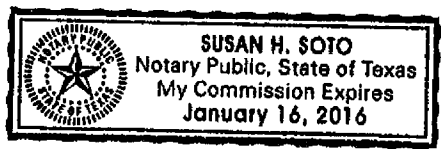
THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.

By: *Charles F. Eubanks*
Charles F. Eubanks, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 21 day of October, 2015 personally appeared Charles F. Eubanks, President of Thunderbird North Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Susan H. Soto
Notary Public in and for the State of Texas



CERTIFICATE OF SECRETARY
of
THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.
regarding
AMENDED AND RESTATED BY-LAWS
THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the duly elected, qualified and acting Secretary of Thunderbird North Community Association, Inc., a Texas non-profit corporation ("Association"), does hereby certify that at a meeting of the Board of Directors of the Association ("Board") duly called and held on the 16th day of September, 2015, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the By-Laws of the Association were amended and restated as set forth by the attached "Amended and Restated By-Laws Thunderbird North Community Association, Inc." ("By-Laws") and were approved by a majority vote of the members of the Board.

TO CERTIFY WHICH WITNESS my hand on this 21st day of October, 2015.

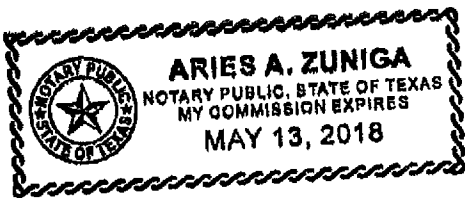
THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.

By: *Susan H. Soto*
Printed: Susan H. Soto

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 21 day of October, 2015, by Susan H. Soto, Secretary of Thunderbird North Community Association, Inc., for the consideration and in the capacities stated therein.



[Signature]
Notary Public in and for the State of Texas

AMENDED AND RESTATED BY-LAWS
THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Fort Bend County, Texas, or a county adjacent to Fort Bend County, Texas, as may be designated by the Association's Board of Directors. Meetings of the Members and/or of the Board of Directors may be held in Fort Bend County, Texas or a county adjacent to Fort Bend County, Texas, as may be designated by the Association's Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean the Association's Board of Directors.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Declaration" and "Restrictions" shall mean and refer to the Restrictions applicable to the Properties filed at Volume 661, Page 336 *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas, and all amendments and supplements thereto.

Section 5. "Director" or "Directors" shall mean a member(s) of the Association's Board of Director.

Section 6. "Properties" shall mean and refer to that certain real property described in the Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. "Lot" shall mean and refer to any plot of land shown upon recorded subdivision map of the Properties with the exception of the Common Area.

Section 8. "Member" shall mean and refer to every Owner of a Lot which is subject to assessment. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. When more than one (1) person holds an ownership interest in any Lot, all such persons shall be Members.

Section 9. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract

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sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III

MEMBERS, MEMBER MEETINGS AND VOTING RIGHTS

Section 1. Members. Each Owner of a Lot in the Properties shall be a member in the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Lot, the new Owner thereof shall, concurrently with such transfer, become a member in the Association.

Section 2. Annual Meetings. The annual meeting of the Members shall be held during the second quarter of each calendar year. The annual meeting shall be held at the place designated in writing by the Board on the day and at the hour specified in the notice. The only business to be conducted at an annual meeting of the Members shall be the business described in the meeting notice.

Section 3. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members, provided that such written request includes valid and legible signatures of Members entitled to vote not less than one-tenth (1/10) of all of the votes of the membership. Special meetings shall be held on the date and at the time and place designated in the notice. The only business to be conducted at a special meeting of the Members shall be the business described in the meeting notice.

Section 4. Notice of Member Meetings, Elections and Votes. Written notice of each annual meeting, special meeting, election or vote of the Association shall be sent to each Member's address listed with the Association, stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Lot, the Member shall provide the alternative address for the purpose of receiving in writing to the Association by certified mail, return receipt requested. Notice shall be served not less than ten (10) nor more than sixty (60) days before a meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If sent by electronic message, the notice shall be deemed to be delivered as provided by applicable statute. The Association may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute.

Section 5. Quorum. The Members holding ten percent (10%) of the total number of votes in the Association entitled to be cast shall constitute a quorum at any meeting of members except as otherwise provided in the Articles of Incorporation, the Declaration, or the By-Laws. If a quorum is not present at any meeting of members, a majority of the members present and entitled to cast votes may adjourn and reconvene the meeting from time to time without further notice,

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THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.

until a quorum shall be present or represented. At such reconvened meetings at which a quorum shall be present or represented by proxy, any business may be transacted as was set out in the notification of the original meeting.

Section 6. Proxies, Absentee and Electronic Ballots. At all meetings of Members, each Member may vote in person or by proxy. Only the official proxy and/or absentee ballot, if applicable, promulgated by the Board for the meeting in question will be honored at the meeting. All proxies shall be in writing and filed with the Association at the later of the start of the meeting or the time designated by the Board at the meeting at which the proxy is to be used. Every proxy shall be revocable and shall automatically cease upon (i) conveyance by the Member of the Member's interest in a Lot; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most recent date shall be valid. Proxies not delivered prior to the start of any meeting shall not be valid. In the event a Member executes more than (1) proxy and one or more of the proxies is not dated, the proxy with the most recent date shall be valid. The Board may, but is not required to, authorize voting by electronic ballots in the manner approved by the Board and in compliance with Section 209.00591 of the Texas Property Code.

Section 7. Voting Rights. No Owner shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot to the Association. The official list of owners maintained by the Association may serve as evidence of ownership. In the event that ownership interests in a Lot are owned by more than one member of the Association, such members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one (1) vote be cast for each Lot. The Board shall be entitled to rely on any vote cast by any co-owner of a Lot, unless prior written notice signed by a majority of the co-owners has been received by the Board designating one of the co-owners to exercise the vote for the vote to be taken. All members of the Association may attend meetings of the Association and they may exercise their vote at such meetings either in person or proxy. The Board may also authorize voting by absentee ballot in place of or in addition to voting in person or by proxy. Fractional votes, split votes and cumulative voting will not be permitted.

Section 8. Majority Vote. Except as otherwise provided by law, in the Declaration, Articles of Incorporation or in these By-Laws, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon the approval of a majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present unless a lower percentage is authorized in these By-laws.

ARTICLE IV

BOARD OF DIRECTORS, SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) Directors, who shall be Members of the Association. Four (4) of the five (5) Board members

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THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.

must reside on a Lot within the Properties. Notwithstanding any other language in these By-laws, in the event that there are not four (4) resident Member candidates willing to serve on the Board, the composition of the Board may include less than four (4) resident Members.

Section 2. Term of Office. The Directors will each serve a term of two (2) years. Each term shall start at the first Board meeting in the calendar year after the date of the election and shall last for two (2) years. Three (3) Directors shall be elected in the fourth quarter of even numbered years and two (2) Directors shall be elected in the fourth quarter of odd numbered years. The three (3) Directors elected in even numbered years shall be resident Members. At least one of the two (2) Directors elected in odd numbered years shall be a resident Member.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority of the Members of the Association at a meeting called for that purpose. The removal of a Board member from the Board may also take place at the annual meeting of the Members if included in the meeting notice. If any Director ceases to own a Lot in the Properties, his membership on the Board shall terminate with no further action needed. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Meetings. A regular or special meeting of the Board of Directors may be called by or at the request of the President or any two (2) Directors.

Section 6. Quorum; Manner of Acting. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The acts approved by a majority of the Directors present at a duly called meeting at which a quorum was present shall constitute the acts of the Board, unless the act of a greater number is required by law or by these By-Laws.

Section 7. Action Taken Without a Meeting. The Board shall have the right to take action outside of a Board meeting as long as such action complies with Section 209.0051(h) of the Texas Property Code. Any action taken outside of a Board meeting in compliance with Section 209.0051(h) 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.

Section 8. Indemnification. The Association shall indemnify any member of the Board who was, is, or is threatened to be named as a defendant or respondent in a proceeding to the greatest extent indemnification is allowed by law.

Section 9. Executive Session. The Board of Directors may adjourn a regular or special meeting of the Board and reconvene in a closed executive session to consider actions involving

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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, and matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 10. Powers and Duties. All of the powers, authority and duties of the Association existing under the Texas Business Organizations Code, the Declaration, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Members when such is specifically required by law, the Declaration or these By-Laws. Provided, however, the Board of Directors must comply with all the applicable provisions of Chapter 209 of the Texas Property Code.

Section 11. Order of Business. At meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine. The Secretary of the Association shall act as Secretary of the meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations. Nominations for election to the Board of Directors may be submitted by Members at a meeting of the Nominating Committee to be held in the fourth quarter of each calendar year, at least twenty (20) days prior to the election of the Directors. At or prior to the nominating meeting Members may submit in writing a nominee or nominees who will be submitted to the Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors on or before July 1 of each year and will serve until the end of the Board meeting at which the election of Directors is held. The Nominating Committee shall place on the ballot the name of any Member who submits their name as a candidate for election to the Board, however, the Nominating Committee may exclude a name from the ballot in order to comply with Article IV, Sections 1 and 2 of these By-Laws regarding resident Board members. Any name to be excluded from the ballot shall be at the sole and absolute discretion of the Nominating Committee. Notwithstanding any other language in this Section, in the event that there are insufficient volunteers to appoint a separate Nominating Committee, the Board of Directors will perform this duty and conduct the nominating meeting. Nominations from the floor shall not be allowed at the meeting at which the election of Directors is to take place. The Association shall solicit candidates in accordance with Section 209.00593 of the Texas Property Code, however, a candidate nominated in the solicitation process may be excluded from the ballot by the Board in

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order to comply with Article IV, Sections 1 and 2 of these By-laws regarding resident Board members.

Section 2. Place and Time of Election. The election of Directors shall be the first item of new business at the December regular Board meeting or such other Board meeting as may be determined by the Board of Directors. Written notice of the election shall be given in accordance with these By-Laws and/or the Texas Property Code.

Section 3. Election. The Board shall appoint two (2) members of the Board of Directors to receive the returned proxies and/or ballots and to collect the proxies and/or ballots at the Board meeting at which the election is held. No individual who is a candidate or is related to the candidate to the third degree of consanguinity may handle the ballots. At least two and one-half percent (2 ½%) of the Members of the Association must vote either in person or by proxy to constitute a valid election. All ballots must be in writing, dated, have the Lot address legible and contain a clear signature of the Lot Owners to be valid. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and/or these By-Laws. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors will be held once a month on a date, time and place designated by the Board of Directors. Notice of regular meetings of the Board shall be given in accordance with the Texas Property Code.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by any three (3) Directors. After not less than three (3) days notice to each Director. Notice of special meetings of the Board shall be given in accordance with the Texas Property Code.

Section 3. Quorum. A majority of the number of filled positions on the Board of Directors shall constitute a quorum for the transaction of business. An open position(s) on the Board shall not be counted when determining the number of filled positions on the Board in order to determine the number of Directors needed for a quorum. 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.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power, but not the obligation, to:

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- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon;
- (b) Suspend the right of a Member to use the Common Area including, but not limited to, all Association recreational facilities for a period not to exceed sixty (60) days for an infraction of the Association's Dedicatory Instruments. The Association shall give the notice required by the Texas Property Code before such suspension;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) Remove from the Board a member of the Board of Directors in the event such Board member shall be absent from three (3) consecutive regular meetings of the Board of Directors or in the event that such member ceases to be an Owner;
- (e) Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to proscribe their duties;
- (f) Doing any other thing necessary or desirable in the opinion of the Board to keep the Properties in a neat and attractive order or which they consider of general benefit to the Owners or occupants of Properties; and
- (g) Enter into and/or ratify contracts for services to be rendered for the benefit of the Association and its Members, including, but not limited to, contracts for:
 - (i) Improvements, additions and repairs to real and personal property owned or managed by the Association;
 - (ii) General municipal services, such as landscaping and operation of the community pool, as may be necessary in the judgment of the Board of Directors; and
 - (iii) Establishing the level of service for trash and waste disposal as provided for by the City.

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

- (a) Cause to be kept a complete record 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) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided for in the Declaration, to:

AMENDED AND RESTATED BY-LAWS
THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.

- (i) Ensure that the amount of the annual assessment is sufficient to cover the anticipated expenses and set the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period;
 - (ii) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
 - (iii) Take appropriate action to collect all unpaid assessments and other charges authorized by the Declaration and/or state law;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any Owner or Owner's representative a statement of account or Resale Certificate as provided by the Texas Property Code. A reasonable charge may be made by the Board for the issuance of these certificates;
- (e) Cause the Common Area to be maintained; and
- (f) Not enter into or ratify a contract over the amount of \$5,000.00 unless the Board of Directors has sought, prior to the effective date of the contract to be entered into or ratified, a minimum of three (3) bids with respect to the kind of services to be rendered as described in such contract. The judgment of the Board of Directors in entering into or ratifying contracts shall be final and conclusive so long as such judgment was exercised in good faith.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Secretary and a Treasurer. The Board shall also have a Vice-President, Secretary and Treasurer. The Board may create other officer positions at the discretion of the Board. Any member of the Board who does not hold an office shall be a Director at Large. A member of the Board may hold more than one office, however, it shall be prohibited for the President to also hold the Secretary office.

Section 2. Election and Removal of Officers. The election of officers shall take place at the first meeting of the Board of Directors in each calendar year. Only the members of the Board shall take part in the election of the officers. A Board member may be removed from an officer position by the Board at any time with or without cause. In the event of a removal of an officer, the Board may hold an election to fill the officer position for the remainder of the removed officer's term. The Board members may also appoint officers by agreement without the necessity of an election. This Section does not apply to the removal of a Director from the Board, but only the office a Director may hold as an officer.

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THUNDERBIRD NORTH COMMUNITY ASSOCIATION, INC.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until the next election of officers unless the officer shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations 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. In the event that a Board member refuses to give written notice of a resignation, the Board shall cause an entry to be made in the meeting minutes of a regular Board meeting stating that the Board member orally resigned, refused to provide a written resignation and that the Board accepted the oral resignation.

Section 5. Duties. The duties of the officers and the Director-at-Large are as follows:

(a) President. The President shall be the principal executive officer of the Association and shall, in general, as directed by the Board of Directors, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(b) Vice-President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions on the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Vice-President shall be responsible for soliciting bids and proposals for Board approval necessary to maintain the Common Areas in accordance with these By-laws and all applicable rules and regulations. All bids and proposals must first be approved by the full Board prior to being accepted.

(c) Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties, as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and, in general, perform all the duties from time to time as may be assigned to him by the President or by the Board of Directors.

(d) Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly

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given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provision of these By-Laws; keep a register of the address of each Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

(e) Director-At-Large. The Director-at-Large shall act as the liaison with the various committees as established by the Board and the Association's dedicatory instruments, shall assist the committees in maintaining communications with the Board and the Members, shall coordinate with and recruit volunteers to enhance existing community events and to create new community events and shall perform all the duties from time to time as may be assigned to him by the President or by the Board of Directors.

(f) Reassignment of Duties. The Board may reassign duties of officers and/or the duties of the Director-at-Large to other officers or to the Association's property manager (if applicable) as directed by the Board.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The Board may act as the Architectural Control Committee.

ARTICLE X

BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall make the books and records of the Association open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner, in accordance with the requirements of the Texas Property Code.

Section 2. Each officer or Director shall, within five (5) days after retiring from office, deliver to his successor all papers and properties in his possession belonging to the Association.

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ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

The Board of Directors may amend or repeal or adopt new By-Laws as provided in Section 22.102(c) of the Texas Business Organizations Code or by the vote of a majority of the Members that are present, in person or by proxy, at a meeting duly called for that purpose at which a quorum is present.

ARTICLE XIII

MISCELLANEOUS

Section 1. Hierarchy of Documents. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 2. Severability Clause. Should any provision of the By-Laws set forth herein be held to be invalid or unenforceable by final judgment of any court of law or in equity, such judgment shall in no way affect the enforceability of any other By-Law not directly affected by such final judgment.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year.

Section 4. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing

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signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Parliamentary Procedure. All Association Member meetings and Board meetings shall be conducted using simple parliamentary procedure.

Section 6. Business Judgment Rule. ANY ACT OR THING DONE BY ANY DIRECTOR, EX OFFICIO DIRECTOR, OFFICER, OR COMMITTEE MEMBER TAKE IN FURTHERANCE OF THE PURPOSES OF THE CORPORATION, AND ACCOMPLISHED IN CONFORMITY WITH THE PROCEDURES SET FORTH IN THE DECLARATION, ARTICLES OF INCORPORATION, THE LAWS OF THE STATE OF TEXAS, AND/OR THESE BY-LAWS SHALL BE REVIEWED UNDER THE STANDARD OF THE BUSINESS JUDGMENT RULE AS ESTABLISHED BY THE COMMON LAW OF TEXAS, AND SUCH ACT OR THING DONE SHALL NOT BE A BREACH OF DUTY ON THE PART OF THE DIRECTOR, EX OFFICIO DIRECTOR, OFFICER OR COMMITTEE MEMBER IF THEY HAVE BEEN DONE WITHIN THE EXERCISE OF THEIR DISCRETION AND JUDGMENT. THE BUSINESS JUDGMENT RULE MEANS THAT A COURT SHALL NOT SUBSTITUTE ITS JUDGMENT FOR THAT OF THE DIRECTOR, OFFICER, OR COMMITTEE MEMBER. A COURT SHALL NOT RE-EXAMINE THE QUALITY OF THE DECISIONS MADE BY THE DIRECTOR, EX OFFICIO DIRECTOR, OFFICER, OR COMMITTEE MEMBER BY DETERMINING THE REASONABLENESS OF THE DECISION AS LONG AS THE DECISION IS MADE IN GOOD FAITH IN WHAT THE DIRECTOR, EX OFFICIO DIRECTOR, OFFICER, OR COMMITTEE MEMBER BELIEVES TO BE IN THE BEST INTEREST OF THE CORPORATION.