

Bylaws
Augusta Landing Condominium Association

**AMENDED AND RESTATED BYLAWS
OF
AUGUSTA LANDING CONDOMINIUM ASSOCIATION**

The name of the organization is Augusta Landing Condominium Association (the "Association"), a non-profit corporation organized under the laws of the State of Texas.

ARTICLE I

OBJECT

(Plan of Apartment Ownership)

Section 1. Purpose. The purpose for which this non-profit Association is formed is to govern the condominium property situated in the County of Harris, State of Texas, which property is described on the attached Exhibit "A", which by this reference is made a part thereof, and which property has been submitted to the provisions of the Condominium Act of the State of Texas.

Section 2. Compliance. All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Membership. Each owner of a condominium unit in Augusta Landing, whether one or more persons or entities, shall upon and by virtue of becoming an owner, automatically become a member of the Association and shall remain a member until ownership in a condominium unit ceases for any reason, at which time membership in the Association shall automatically terminate. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of a condominium unit in Augusta Landing and may not be separated from such ownership.

Section 2. Voting. Unless otherwise provided in these Bylaws or in the Declaration, voting shall be based upon an owner's percentage ownership interest in the general common elements. In the event that a unit is owned by more than one (1) person or entity, such owners may exercise their right to vote in such manner as they among themselves determine, but in no event shall more than the percentage ownership interest allocated to the unit be cast for that unit. Cumulative voting is prohibited. The election of Managers of the Association may be conducted by mail, by facsimile transmission, or by any combination of the two (2) of such methods.

Section 3. Majority of Unit Owners. As used in these Bylaws the term "majority of unit owners" shall mean those owners of more than fifty per cent (50%) of the aggregate interest of the undivided ownership of the general common elements.

Section 4. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of unit owners" as defined in Section 3 of this Article shall constitute a quorum. Except as otherwise provided in the Declaration or these Bylaws, when a quorum of owners is present at any meeting, a majority vote of the owners present, either in person or by proxy, shall be sufficient to either defeat or approve any proposed action.

Section 5. Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

ARTICLE III ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Unit Owners, hereafter referred to as "Association", who will have the responsibility of administering the project through a Board of Managers.

Section 2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Managers may determine.

Section 3. Annual Meetings. An annual meeting of the members shall be held in January of each year on a date and at a time determined by the Board of Managers for the purposes of electing Managers and transacting such other business that may properly come before the meeting.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by owners holding not less than a majority of the ownership interest in the general common elements and having been presented to the Secretary. The notice of a special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Notice stating the place, day, and hour of any meeting of members shall be delivered either personally, by mail, by facsimile or by email to each member entitled to vote at such meeting, 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 or the Secretary. Notice by mail may include a printed notice in the Association's newsletter so long as copies of the newsletter are mailed to all members within the time period specified herein. The purpose or purposes for which the meeting is called shall be stated in the notice. Notice to a member by facsimile or email must be sent to the facsimile number or the email address provided to the Association in writing by that member. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. If faxed, the notice of a meeting shall be deemed to be delivered as of the date and time reflected in the written confirmation that the facsimile was successfully transmitted. If emailed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a confirmation that the email was transmitted or, if the Association's email system does not provide such a confirmation, the date and time shown on a confirmation that the email was opened.

Section 6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call and certifying proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Managers.
- (g) Unfinished business.
- (h) New business.

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Provided that, upon motion duly made, seconded and approved by the vote of owners holding not less than a majority of the votes represented at the meeting, the order of business may be modified and the obligation to read the minutes of the preceding meeting may be suspended.

ARTICLE IV BOARD OF MANAGERS

Section 1. Number and Qualifications. Commencing at the annual meeting next following the date on which this Section becomes effective, the affairs of the Association shall be managed by a Board of Managers comprised of seven (7) persons, each of whom shall be a Member in Good Standing of the Association. As used herein, "Member in Good Standing" means a member who is not delinquent in the payment of any assessment levied by the Association against his unit, or any interest, late charges, costs, or reasonable attorney's fees added to such assessment under the provisions of the Declaration or as provided by law, (b) a member is not in violation of any provision of the Declaration, the Bylaws, or the rules and regulations which has progressed to the stage of a certified demand for compliance by the Association, or beyond, and which remains unresolved as of the date of determination of the member's standing, and (c) a member who has not failed to comply with all terms of a judgment obtained against him by the Association, including the payment of all sums due to the Association by virtue of such judgment.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential condominium project. The Board of Managers may do all such acts and things as are not by these Bylaws or by the Condominium Declaration for Augusta Landing directed to be exercised and done by the owners.

Section 3. Other Powers and Duties. The Board of Managers shall be empowered and shall have the duties as follows:

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownership Act of the State of Texas.
- (b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same for time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.
- (c) To keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises.
- (d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined annually by the Board of Managers in the manner deemed appropriate; provided that, a written appraisal for the purpose of determining maximum replacement value shall be obtained by the Board of Managers not less frequently than once every five (5) years. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$100,000.00 per person and \$300,000.00 per accident and \$50,000.00 property damage. To insure and keep insured all of the fixtures equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their mortgagees.
- (e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to so do in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All monthly or other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

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- (f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these Bylaws.
- (g) To protect and defend the entire premises from loss and damage by suit or otherwise.
- (h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and execute all such instruments evidencing such indebtedness as this Board of Managers may deem necessary.
- (i) To enter into contracts within the scope of their duties and powers.
- (j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.
- (k) To keep and maintain full and accurate books and records showing all of the receipts, expenses and disbursements; to permit examination of the books and records of the Association by any owner at a reasonable time upon the submission of a reasonable request stating a proper purpose of the request; and to annually obtain an independent audit of the books and records of the Association.
- (l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.
- (m) To meet at least once each quarter. Such meetings may be held by conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other or other suitable electronic communications, including video conferencing technology or the Internet, as authorized by the Texas Business Organizations Code.
- (n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.
- (o) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership.

Section 4. Managing Agent. The Board of Managers may employ for the Association a Managing Agent at compensation to be established by the Board to perform such duties and services as the Board shall authorize.

Section 5. Election and Term of Office. Commencing at the annual meeting next following the date on which this Section becomes effective, all seven (7) positions on the Board of Managers shall be filled as follows: three (3) Managers shall be elected for a term of three (3) years each, two (2) Managers shall be elected for a term of two (2) years each, and two (2) Managers shall be elected for a term of one (1) year each. Thereafter, at the annual meeting of the members, the members shall elect the number of Managers necessary to fill the positions of the Managers whose terms have expired at the time of the annual meeting, each to serve a term of three (3) years. Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. The nominees receiving the highest number of votes shall be elected. All votes shall be cast by written ballot unless there is only one (1) candidate for a particular position, in which event the candidate may be elected by acclamation.

Section 6. Vacancies. Vacancies on the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by owners holding not less than a majority of the ownership interest in the general common elements. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. If a Manager ceases to be a Member in Good Standing, his position on the Board shall cease upon the expiration of thirty (30) days from the date of delivery of written notice thereof by the Association, unless within such thirty (30) day period the Manager shall be reinstated as a Member in Good Standing. Vacancies on the Board of Managers caused by reasons other than removal by the members shall be filled by the remaining Managers. A vacancy on the Board of Managers caused by removal by the members shall be filled by the vote of the members at the same meeting at which the Manager was removed.

Section 8. Organization Meeting. (intentionally deleted)

Section 9. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year. Notice of a regular meeting of the Board of Managers shall be given at least three (3) and not more than thirty (30) days prior to the date of the meeting by written notice delivered personally or sent by mail, facsimile or email to each Manager at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid at the address of the Manager according to the records of the Association. Notice by facsimile or email must be sent to the facsimile number or the email address provided to the Association in writing by that Manager. If notice is given by a

facsimile, such notice shall be deemed to be delivered as of the date and time reflected in the written confirmation that the facsimile was successfully transmitted. If emailed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a confirmation that that email was transmitted or, if the Association's email system does not provide such a confirmation, the date and time shown on a confirmation that the email was opened. Any Manager may waive notice of any meeting before or after the meeting by signed, written waiver. The attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Regular and special meetings of the Board of Managers shall be open to the unit owners, subject to the right of the Board to adjourn a meeting of the Board and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual unit owners, and matters that are to remain confidential by request of the affect parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting.

Section 10. Special Meetings. Special meetings of the Board of Managers may be called by the President or on the written request of at least two (2) Managers on not less than three (3) days notice. Notice of a special meeting of the Board of Managers may be given in the same manner as that provided in Article IV, Section 9, of these Bylaws.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Managers' Quorum. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Managers may require, as deemed by it to be appropriate, that all officers, Managers, employees and agents handling or responsible for Association funds be bonded. If such a bond is required, the cost thereof shall be a common expense of the Association.

Section 14. Compensation. No member of the Board of Managers shall receive any compensation for acting as such.

Section 15. Action by Unanimous Consent. The Managers shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all of the Managers. Any actions so approved shall have the same effect as though taken at a meeting of the Managers.

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ARTICLE V OFFICERS

Section 1. Designation. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Managers), a Secretary and a Treasurer.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers immediately following, or as soon as is practical after, the adjournment of the annual meeting of the members of the Association.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

Section 6. Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the unit owned by such member and the garage or parking space and storage space assigned for use in connection with such unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Managers.

ARTICLE VI
INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every Manager or officer, his heirs, executors and administrators, against all losses, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding initiated by reason of having been a Manager or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Manager or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a Manager or officer of the Association, with respect to any duties or obligation assumed or liabilities incurred by him under and by virtue of Augusta Landing as a member or owner of a condominium unit covered thereby.

ARTICLE VII
OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro-rata accordingly to fractional interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

Section 2. Maintenance and Repair. Every owner must perform promptly at his own expense all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in part belonging to other owners. All the repairs of internal installations of the unit such as water, electric power, sewage, telephone, drainage, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures and all other accessories, equipment shall be maintained and repaired by the owner of the unit. An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants, guests, or agents.

Section 3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant general common elements for labor, materials, services or other products

incorporated in the owner's unit. In the event suit for foreclosure is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at the rate of 10% for one year together with a sum equal to ten percent (10%) of the amount of such claim but not less than One Hundred Fifty and No/100 Dollars (\$150.00), which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Article 24 of the Declaration. Such owner shall be liable to the Association for payment of interest at the rate of 10% on all such sums paid by the Association until the date of repayment by such owner.

Section 4. General.

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for Augusta Landing and these Bylaws and amendments and supplements thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which Augusta Landing condominium project was established.

Section 5. Use of Units - Internal Changes.

(a) All units shall be utilized for single family residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The Association shall have the obligation to answer within five (5) days after such notice and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 6. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

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Section 7. Right of Entry. An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not. An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing inspections, installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 8. Rules and Regulations.

(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the recreation facilities afforded, and particularly, of the use of the swimming pool and swimming pool area, in order that all owners and their guests shall achieve maximum utilization of such facilities consistent with the rights of each of the other owners thereto.

(b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be canceled or suspended by the issuing company.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants, or other occupants of condominium units of Augusta Landing. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other resident of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of Augusta Landing.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and of providing access to the units; those portions thereof adapted for recreational use by

the owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon, nor more than two small dogs, cats, or other pets that such household pets shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Managers. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof.

(e) No resident of the condominium shall post any advertisements, signs or posters of any kind in or on the project except as authorized by the Association.

(f) Parking of automobiles, boats, campers, vans, trucks, motorcycles, golf carts, recreational vehicles, mobile homes, motorbikes, motor scooters, shall be only in the spaces designated as parking for each unit; no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair property access to parking area. No storage of any objects shall be permitted in the alley ways and streets and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. Guests parking areas are not intended for use by owners for parking or storing boats, trailers, camping units or any personal vehicles, and the Board may insure the proper use of said areas in such manner as it deems necessary.

(g) It is prohibited to hang garments, rugs, and/or any other materials from the windows or from any of the facades of the project.

(h) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash or garbage out of any windows of any of the units.

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(i) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(j) No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air condition units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Association.

(k) No owner or other occupant of any condominium unit shall make any alteration modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association.

(l) Reasonable and customary regulations for the use of the swimming pool and recreational areas will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

(m) No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Property.

(n) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a garage to a point outside the Property, or from a point outside the Property directly to a garage.

Section 9. Destruction or Obsolescence. Each owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's condominium unit upon its destruction or obsolescence as it provided in paragraph 30 of the Condominium Declaration for Augusta Landing.

ARTICLE VIII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section 1. Bylaws. These Bylaws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by the owners of not less than sixteen (16) of the units.

ARTICLE IX
MORTGAGES

Section 1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the President of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in its records.

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X
COMPLIANCE

(intentionally deleted)

ARTICLE XI
NON-PROFIT ASSOCIATION

This Association is not organized for profit. No members, member of the Board of Managers or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the fund or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Managers may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII
REGISTERED OFFICE

(intentionally deleted)

ARTICLE XIII
EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President and Secretary of the Association.

ARTICLE XIV
ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

The violation of any rule or regulation promulgated by the Board of Managers, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Managers or the Managing Agent, the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any person, structure, thing or condition

that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Managers or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

CERTIFICATION

The undersigned, being the elected and acting Secretary of Augusta Landing Condominium Association, hereby certifies that the foregoing Bylaws constitute the Amended and Restated Bylaws of the Association, as approved by the members of the Association at a meeting duly called and held on November 5, 2006.

Executed on this 19th day of March, 2007.

Return to:
Butler & Hailey, P.C.
1616 South Voss, Suite 500
Houston, Texas 77057

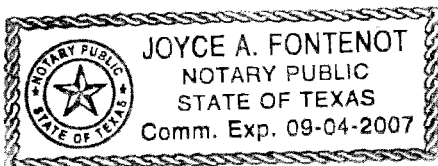
Debby Hodges

_____, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared DEBBY HODGES, Secretary of Augusta Landing Condominium Association, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 19th day of March, 2007.



Joyce A. Fontenot

Notary Public in and for the State of Texas

OFFICE OF
BEVERLY B. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 199150

AUGUSTA LANDING CONDOMINIUM
ASSOCIATION AMENDED AND
RESTATED BY-LAWS

THIS IS PAGE 4 OF 4 PAGES

SCANNER KM-4850w

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.

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 on



MAY 01, 2007
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.