

Bylaws
Eldridge Road Townhome Association

BY-LAWS.

OF

ELDRIDGE ROAD TOWNHOMES ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is ELDRIDGE ROAD TOWNHOMES ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at the home of the President of the Association. The mailing address shall be 680 North Eldridge, Houston, Texas 77079, but meetings of Members and Directors may be held at such places within the State of Texas, County of Harris, as is authorized herein.

ARTICLE II

DEFINITIONS

Section 1. All terms used herein shall have the meanings given thereto in the Declaration unless expressly stated to the contrary herein.

Section 2. "Articles of Incorporation" shall mean the articles of incorporation of the Association, as amended from time to time.

Section 3. "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

Section 4. "Declaration" shall mean the declaration of reservations, restrictions, and easements applicable to the Properties recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 126-10-0434 and all amendments thereto made from time to time.

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

Section 6. "Member" shall mean those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "Properties" shall mean that real property known as Turkey Creek Townhouses (P.U.D.), a subdivision out of the Joel

Wheaton Survey, Abstract 80, Harris County, Texas, as replatted from time to time.

ARTICLE III

MEMBERS, MEETINGS AND VOTING RIGHTS

Section 1. Composition and Powers. Every owner shall be a Member of the Association and shall continue to be a Member for so long as he owns a townhome. The foregoing is not intended to include persons or entities holding an interest in a townhome merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from the ownership of any townhome.

Section 2. Annual Meetings. The annual meeting of the Members shall be held in June of each year upon call as contemplated in Section 4.

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 who are entitled to vote one-fourth (1/4) of all of the votes.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by the Secretary upon authority of the person or persons so authorized in Section 3, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast a majority of votes shall constitute a quorum for any action. Any meeting of the Association, whether annual or special, at which a quorum is not present shall be adjourned thirty (30) minutes after time of call, and the Secretary shall issue another notice as in Section 4, above. The new notice shall inform all Members that at the second meeting those present shall be empowered by these By-Laws to transact any business which might have been transacted at the meeting first called.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and

shall automatically cease upon conveyance by the Member of his townhome.

Section 7. Voting. The Association shall have one class of voting membership. No Member shall have any greater rights than any other Member regardless of any variation in size, value or otherwise of his townhome. Members shall be entitled to one (1) vote for each townhome in which they hold the interest required for membership. When more than one person holds such interest in any townhome, all such persons shall be Members and the vote for such townhome shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any townhome. In the event of a roll call vote, persons voting a proxy shall be identified by the Secretary in the Minutes.

Section 8. Assessments. No Special Assessment nor change in the Annual Assessment may be made unless approved by affirmative vote representing Fifty-One Percent (51%) of the Ownership.

Section 9. Report to the Membership. Within thirty (30) days of the close of any Meeting of the Members, the Minutes shall be entered in the Records of the Association; a copy posted in the Mail Room; and a copy mailed to each Non-Resident Member. Any Member may request in writing a copy of any document from the Association, but shall reimburse the Association for costs of reproduction and mailing plus \$1.00.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Composition. The affairs of the Association shall be managed by a Board of Directors of Five (5) Directors, who shall be members of the Association. At the Meeting at which this amendment to these By-Laws is adopted, one Director shall be elected for a term of three years, and one Director shall be elected for a term of two years. Thereafter each Director shall be elected for a term of three (3) years. This amendment does not affect the terms to which the present three Directors were elected.

Section 2. Nomination. Nominations for election to the Board of Directors shall be made from the floor at the annual meeting.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. The person receiving the largest number of votes shall be elected. In the event only one person shall have been nominated, the President shall declare that person elected.

Section 4. Removal. A particular Directorship, may be declared vacant if any of the following shall occur:

- (a) Written resignation,
- (b) Absence at three (3) consecutive Regular Meetings of the Board of Directors,
- (c) Removal, with or without cause, by majority vote at any Meeting of the Members of the Association,
- (d) Sale of his or her townhome, or
- (e) Death of the Director.

Section 5. Vacancies. Any vacancy occurring in the Board of Directors shall be filled at its next meeting, or, if the vacancy occurs while a meeting is in progress, such vacancy shall be filled by the affirmative vote of the remaining Directors comprising no less than a majority of the Board. The person thus selected shall complete the term of the Directorship, subject to approval of the Membership at its next meeting.

Section 6. Quorum. The presence of three (3) Directors shall constitute a Quorum for the transaction of business at any meeting. A vote of the Directors shall be valid if concurred in by a majority of the Board.

Section 7. 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 8. Regular Meetings. The Board of Directors shall meet monthly. Notice of time, date and place of Regular Meetings shall be posted in the Mail Room 48 hours prior to said Meetings.

Section 9. Emergency Meetings. In the event of an Emergency, the Board of Directors may authorize actions including expenditure of Association funds. Such actions shall be valid when a Declaration of Emergency is endorsed by no less than three Directors.

Section 10. Owner-Members at Board Meetings. Any Member of the Association may attend any meeting of the Board of Directors, and shall be permitted to address the meeting for not more than three (3) minutes unless a majority of the Board agrees to additional time.

Section 11. Powers and Duties. The Board of Directors, for the benefit of the Members, shall have the following powers and duties:

- (a) To 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, Articles of Incorporation, or the Declaration.

- (b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purpose and provisions of the Declaration, the Articles of Incorporation and these By-Laws.
- (c) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.
- (d) The Board of Directors shall be the "Architectural Controller" as contemplated in Article 1 of the Declaration.
- (e) To cause to be kept a complete record of all its acts and to enter this record into the Minute Book of the Association. A copy of these Minutes shall be posted in the Mail Room no later than Fourteen (14) days following any Meeting.
- (f) To cause to be spent no monies in excess of the total expenditures authorized in the Budgets approved by the Membership without notice by mail to each Member of the Association at least fifteen (15) days prior to the Board Meeting at which such expenditures may be proposed for action, except in the case of a valid emergency as provided in Section 9 of this Article.
- (g) To cause to accompany the Written Notice of Annual Meeting of the Members a Preliminary Treasurer's Report and a Proposed Budget for the ensuing year.

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. Composition. The Officers of the Association shall be the President, Vice-President, Secretary and Treasurer.

Section 2. Nominations. Nominations shall be made from the floor at the Annual Meeting. All nominees shall be Members. Nominations shall be closed by the President when no more nominations are heard.

Section 3. Election and Tenure of Officers. Election shall be by written secret ballot. The person receiving the largest number of votes shall be elected. In the event only one person shall have been nominated, the President shall declare that person elected. All Officers shall serve for the fiscal year, or until their successor shall have been elected.

shall be extended as described in Section 9 herein.

Section 4. Removal of Officers. Any officer may be removed by the Board of Directors or by majority vote of the Members. In the event a vacancy occurs in any office by removal or resignation except that of the President, the Board of Directors may name an acting officer to serve until the next meeting of the Members, but no meeting shall be called solely for this purpose.

Section 5. Disbursements and Bonding. Funds of the Association may be disbursed by any two officers, who may be bonded by the Association.

Section 6. The President. The President shall preside at all meetings of the Members; see that orders and resolutions of the Board of Directors are carried out; and, unless otherwise provided by the Board of Directors, sign all leases, mortgages, deeds and other written instruments that have been approved by the Board of Directors or pursuant to the Authority granted by the Board of Directors; and perform such other duties assigned by the Board of Directors.

Section 7. The Vice-President. In the absence of the President, the Vice-President shall perform the duties of the President; and perform such other duties assigned by the Board of Directors.

Section 8. The Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings in conformity with these By-Laws; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties assigned by the Board of Directors.

Section 9. The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors; may sign all checks and promissory notes of the Association; keep proper books of account; prepare an annual budget to be presented to the membership at its regular annual meeting, and deliver a copy to the Members. The first act of the newly-elected Treasurer shall be to cause an annual accounting of the Association's books; the final act of the Treasurer shall be to prepare a statement of income and expenditures, together with a balance sheet and deliver a copy to each of the Members. The Treasurer shall perform all other duties assigned to him by the Board of Directors.

ARTICLE VI

COMMITTEES

In addition to the committees provided for in the Declaration and the By-Laws, other committees as may be deemed appropriate may be appointed or eliminated by the President.

ARTICLE VII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation of the Association and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association.

ARTICLE VIII

CORPORATE SEAL

The Association shall have a seal in the form prescribed by the Board of Directors.

ARTICLE IX

MISCELLANEOUS

Section 1. Covenant to Obey Laws, Rules and Regulations. Each Member shall be subject to the Declaration and shall abide by the By-Laws and rules and regulations. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by the Board of Health and any other governmental authority of the municipal, state and federal government, applicable to the Properties.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of July and end on the 30th Day of June, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Amendment. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the Members, either in person or by proxy.

Section 4. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws or the Articles of Incorporation, the Declaration shall control.

AMENDED: September 26, 1981

CERTIFICATE OF SECRETARY

I, the undersigned Secretary of the Eldridge Road Townhomes Association, Inc., a Texas non-profit corporation, hereby do certify that the attached is a true and correct copy of the Amended By-Laws of the said Eldridge Road Townhomes Association, Inc., and that these Amended By-Laws are in full force and effect as of this _____ day of _____, 1982.

Secretary

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Bylaws

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RESTATED

BYLAWS

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RP-2018-471937
10/16/2018 RP1 \$144.00

ELDRIDGE ROAD TOWNHOMES ASSOCIATION

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02 February 2017

(As approved on 6/29/2016)

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RESTATED BYLAWS
FOR
ELDRIDGE ROAD TOWNHOMES ASSOCIATION, INC.

WHEREAS Article IX, Section 9.02 of the Bylaws of Eldridge Road Townhomes Association, Inc. provides that the Bylaws may be amended at a regular or special meeting of the Members, by a vote of a 51% majority of the Members, either in person or proxy;

WHEREAS, at a meeting on the 29th day of June, 2016, at which quorum was present, a 51% majority of the Members voted in favor of adopting this document as the restated and amended Bylaws of the Association, in accordance with the then-existing Bylaws,

NOW, THEREFORE, the Association and its Members do hereby adopt the following as the Amended and Restated Bylaws of the Eldridge Road Townhomes Association, Inc. (hereinafter referred to as the "Bylaws"):

ARTICLE I. DEFINITIONS

The words in these Bylaws, as well as in the Declaration and Rules and Regulations, which begin with capital letters (other than words that would normally be capitalized), shall have the following meanings assigned to them unless such meaning would be manifestly improper or unreasonable in the context in which a word is used.

"Association" shall mean and refer to Eldridge Road Townhomes Association, its successors and assigns. The Association is Texas not-for-profit corporation, comprised of those Owners of the herein defined Townhomes, and managed through an elected Board of Directors.

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

"Battery Limit(s)" shall mean a defined boundary between two areas of responsibility, which may be physical (e.g. a flange on a pipe); or represented by a map coordinate, survey lot line; or some other defined means.

"Board" shall mean the Association's Board of Directors that shall consist of a group of Owners elected by the Association Owners, per the Association Bylaws, to govern the Property on behalf of the Owners and enforce the Declaration and Rules and Regulations of the Association.

"Boundary Lot Line(s)" or **"Boundary Line(s)"** shall mean a line on a Harris County registered survey map and/or an observable physical point or line arbitrarily observed to define a boundary between Owners' properties, and/or a Owner's property and Association common property.

"Bylaws" shall mean the Bylaws of the Association as amended from time to time.

"Common Property" shall mean the open grounds or areas of Eldridge Road Townhomes Association that the Association declares to be that portion of the Property lying entirely within its confines and reflected and defined on the Plat as "Common Open" and "Paved Private Streets", which excludes the Townhomes, in which grounds and facilities are provided and available for the use of Owners, and with the Title to such shall be held by the Association.

"Declaration" shall mean the Reservations, Restrictions and Easements for Eldridge Road Townhomes, recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 126-10-0434, Harris County Clerk's Document No. E529349, and all amendments and/or supplements thereto made from time to time.

"Director" shall mean and refer to a member of the Board of Directors of the Association.

"Front Wall" shall mean a Townhome exterior wall on the side of the Townhome with a main entryway door facing towards some part of the Common Area inner courtyard and not having a garage doorway.

"Governing Documents" shall mean the Articles of Incorporation, Bylaws, Declaration, Rules and Regulations, and Amendments to them for the purposes of governing the Association.

"Member" or **"Members"** shall mean and refer to a member or members of the Association that have Association voting rights.

"Officer" or **"Officers"** shall mean and refer to a Member or Members serving as the President, Vice-President, Secretary or Treasurer of the Association as part of its Board of Directors.

"Owner" or **"Owners"** shall mean and refer to the record Owner of a Townhome, whether one or more persons or entities, and shall not include a Person who holds only a security interest in a Townhome. Although a Townhome may have more than one (1) Owner, only one (1) Owner of a Townhome shall be considered a Member of the Association for the purposes of voting on any proposed amendments, resolutions, etc. of the Association at meetings or by e-mailed or USPS mailed ballots (see Section 3.06 Voting Rights).

"Person" shall mean and refer to any individual, corporation, joint venture, partnership, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity and who shall not be considered a Member in the Association.

"Property" shall mean and refer to that certain 5.8063 acres of land that is real property known as "Turkey Creek Townhomes (P.U.D.)", a subdivision out of the Joel Wheaton Survey, Abstract 80, Harris County, Texas, originally platted in Volume 227 at Page 145 of the Map Records of Harris County, Texas as replatted from time to time. The Property called "Turkey Creek Townhomes(P.U.D.)" may also be known and called "Eldridge Road Townhomes" herein and in all other Governing Documents.

"Regular Assessment" shall be an annual amount that shall be equal for each Townhome, regardless of variations in size, location and value that shall be charged to each and all Townhomes to provide money to the Association Fund.

"Rules and Regulations" shall mean one the Governing Documents of the Association that may be modified and amended from time-to-time by the Board of the Association that is met to be in agreement with the limitations and restrictions on Owners, and their tenants and guests, as specified in the Governing Documents.

"Shared Owners' Property" shall mean any structures owned jointly by more than one Owner. Title to and responsibility for Shared Owners' Property shall be held by the Owners who jointly share structures that can be considered common to multiple Owners since they border on or extend onto the property of another Owner.

"Single-Family Dwelling" shall mean a dwelling (a.k.a. Townhome) unit, for one family or household or one that is designed for one family only and shall also mean that even though it shares one or more walls with another Townhome unit, it is a single family residence, treated as a separate dwelling unit by county, city and school district for tax purposes, and has direct access to a street or thoroughfare and does not share heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

"Special Assessment" shall mean an assessment, a charge, a fee, or dues, other than the annual Regular Assessment, that the Members are required to pay to the Association for special additions to the Association Fund.

"Townhome" or **"Townhomes"** shall mean real property, consisting of a structure situated on and inclusive of a plot or lot of land, located on the Property and part of the Association, which is owned by Owners, who as well may be Members in the Association.

"Townhome Site" shall mean real land property (a.k.a. plot or lot), not necessarily occupied by a Townhome structure located on the Property and part of the Association, which are owned by Owners, who as well may be Members in the Association. For simplicity, the term of "Townhome(s)" shall also mean "Townhome Site(s)" in all the Governing Documents unless there is intention to specifically reference a site, plot or lot on which a Townhome is located.

"USPS" shall mean United States Postal Service.

Use of the words "**shall**" and "**must**" in context herein means a requirement that may result in a warning and fines assessed by the Association.

Use of the word "should" in context means a recommendation.

The use of the words "**should**", "**may**", "**can**" and/or "**could**" indicate uncertainty due to varying conditions and/or parameters that must be assessed by the Association to achieve a decision.

ARTICLE II. OFFICES

Section 2.01 Association Offices

The registered office shall be at 680 North Eldridge Parkway, Houston, Texas 77079, in Harris County, Texas or at such places within or without the State of Texas as the Board of Directors may, from time to time, determine or the business of the Association may require.

ARTICLE III. MEETINGS

Section 3.01 Annual Meeting

The Association shall hold an annual meeting of the Members each year for the transaction of any business within the powers of the Association. Such annual meeting shall be held on a day and at a time to be designated by the Board of Directors from time to time. If the Board of Directors does not designate a date and a time for the annual meeting, then such meeting shall be held on the last day of January that is not a Saturday, a Sunday or a legal holiday in the State of Texas at about 6:00 p.m. unless noticed at a different time no later than 8 p.m.

Any business of the Association may be transacted at an annual meeting provided such business has been included in the notice of such meeting. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 3.02 Special Meetings

At any time in the interval between annual meetings, special meetings of the Members may be called either by the President, by a majority of the Board of Directors present at a meeting of same at which quorum is achieved, or by Members entitled to cast more than twenty-five percent (25%) of the votes entitled to be cast at an annual or special meeting.

Section 3.03 Place of Meetings

All meetings shall be held at such place within the State of Texas as designated by the Board of Directors from time to time.

Section 3.04 Notice of Meetings

Written notice of each meeting of the Members shall be given at least fifteen (15) days before such meeting to each Member entitled to vote thereat, by the Secretary upon authority of the person or persons so authorized in Article IV hereinafter, with such notice specifying the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. The notice shall be emailed to the last known email address registered by the Member with the Association, or a copy of the notice shall be USPS mailed, postage paid, to those Members without a functional e-mail address registered with the Association, to the last known physical address for the Member appearing in the books of the Association, as supplied in writing by such Member to the Association. The notice shall be considered complete by the sent date of the e-mail or, in the case of a USPS mailed notice, when deposited in a receptacle of the USPS. In the case of USPS mailed notices, the Member shall be charged for the cost of the notice that shall include but not be limited to paper and envelope costs, printer and copy costs and USPS postal charges.

Section 3.05 Quorum and Adjournment

At any meeting of the Members the presence in person or by proxy of Members entitled to cast more than fifty percent (50%) of all of the votes entitled to be cast by Members shall constitute a quorum. At any meetings called for the purpose of levying or increasing annual Regular or Special Assessments (see Article VI), a

vote of two-thirds (2/3) of all of the Members shall be required to effect the adoption of such Special Assessment or an increase to the annual Regular Assessment.

In the absence of a quorum, the Members present in person or by proxy, by majority vote of the Members present, taken and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. In addition, at such a meeting where a quorum of Members is not present the Members present in person or by proxy, by majority vote taken without notice other than by announcement, may call a further meeting of Members.

Section 3.06 Voting Rights

No Member shall have any greater rights than any other Member regardless of any variation in size, value or otherwise of their Townhome. Members shall be entitled to one (1) vote for each Townhome in which they hold interest required for membership. When more than one person holds such interest in a Townhome, all such persons shall be Members and the vote for such Townhome shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Townhome. In the event of a roll call vote, persons voting a proxy shall be identified by the Secretary in the Minutes.

Section 3.07 Votes Required

Except as otherwise provided by the laws of the state of Texas or these Bylaws, a majority of the votes cast by the Members present at a meeting of Members duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter that may properly come before the meeting.

Section 3.08 Methods of Voting

A Member's vote may be cast or given:

- (a) in person or by proxy at a meeting of the Association;
 - (b) by absentee ballot in accordance with this section; or,
- by electronic ballot in accordance with this section.

An absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot.

An absentee or electronic ballot may not be counted, even if properly delivered, if the Member attends any meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

A solicitation for votes by absentee ballot must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, and must include the following language, or any language which may be required by the laws of the State of Texas, as may be amended from time to time: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, it will be necessary for a Member, who is a part and/or partial Owner of a Townhome, to attend any meeting in person. A Member may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

Section 3.09 Preparation and Inspection of Voting Member Lists

After setting a record date for the notice of a meeting, the Board of Directors shall prepare an alphabetical list of the names of all its Members entitled to vote. The list must identify the Members:

- 1) who are entitled to notice and the Members who are not entitled to notice of the meeting;
- 2) the address of each voting Member; and,
- 3) the number of votes each voting Member is entitled to cast at the meeting.

Not later than the second business day after the date notice is given of a meeting for which a list was prepared and continuing through the meeting, the list of voting Members must be available at the Association's principal office or at a reasonable place in the municipality in which the meeting will be held, as identified in the notice of the meeting, for inspection by Members entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting. A voting Member or voting Member's agent or attorney is entitled on written demand to inspect and, at the Member's expense, copy the list at a reasonable time during the period the list is available for inspection.

Section 3.10 Reports to Members

Within thirty (30) days of the close of any Annual or Special Meeting of the Members, the Minutes shall be entered in the Records of the Association, a copy may be posted in the Mail Room, and an electronic copy e-mailed to each Member having a registered e-mail address with the Association. Any Member may request a paper copy of any document from the Association, but shall reimburse the Association for costs of reproduction and USPS mailing plus \$1.00.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01 Powers

The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all the powers of the Association, except such as are, by the laws of the state of Texas, the Articles of Incorporation, or these Bylaws, conferred upon or reserved to the Members. The Board of Directors may employ a manager, an independent contractor and such other employees as it deems necessary, and to prescribe their duties. The Board of Directors may appoint such committees as it deems appropriate in carrying out its duties.

Section 4.02 Duties

It shall be the duties of the Board of Directors to:

- 1) 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 Members who are entitled to cast twenty-five percent (25%) of the outstanding votes;
- 2) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- 3) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid, in conformance with the Texas Property Owners Association Act, as it may be in effect from time to time. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- 4) procure and maintain adequate insurances on the Common Property owned by the Association or upon which the Association owns an easement as well as to indemnify themselves and the Association, i.e. Directors and Officers Insurance, Crime Insurance, etc., serving on the Association's Board; and,
- 5) act as the "Architectural Controller" as contemplated in Article II of the Declaration.

Section 4.03 Number and Election of Directors

The Board of Directors shall consist of at least three (3) Directors, unless and until otherwise determined by vote of a majority of the entire Board of Directors. Each Director shall be a Member. Directors shall be elected, per the methods of voting, see Section 3.8 hereinabove, at each annual meeting of the Members. Each Director shall serve for a term of three (3) years or until their successor is elected and qualified unless their Directorship is earlier terminated for reasons prescribed in Section 4.04 herein below.

Section 4.04 Directorship Termination

A particular Directorship may be declared vacant and/or terminated, and so recorded in the Minutes of a subsequent Regular Meeting, if any of the following shall occur:

- 1) Written resignation;
- 2) Absence at three (3) consecutive Regular Meetings of the Board of Directors;
- 3) Removal, with or without cause, by majority vote of the Association;
- 4) Sale of their Townhome; or,
- 5) Death of the Director.

Section 4.05 Vacancies

For any vacancy occurring in the Board of Directors, the Board shall endeavor to fill the vacancy at its next meeting or as soon as possible thereafter. If the vacancy occurs while a meeting is in progress, an effort to fill such vacancy shall be made by the affirmative vote of the remaining Directors comprising no less than a majority of the Board. The person(s) thus selected shall complete the term of the Directorship(s), subject to approval of the Membership at its next meeting.

Section 4.06 Compensation

No Officer or Director shall receive compensation for any service he or she may render to the Association in the performance of their duties. However, any Officer or Director may be reimbursed for their actual expenses incurred in the performance of their duties. Association Owners and Residents shall receive no compensation for any service he or she may render to the Association unless decided otherwise by the Board of Directors.

Section 4.07 Action by the Board of Directors

- 1) Open Meetings. Regular and special board meetings must be open to Members, subject to the right of the Board to adjourn a Board meeting and

reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

2) Owner-Members at Board Meetings. Any Member of the Association may attend any meeting of the Board of Directors, and shall be permitted to address the meeting for not more than three (3) minutes unless a majority of the Board agrees to additional time. Otherwise, it is recommended that the Member provide any issues or concerns in writing due to time constraints on meetings.

3) Minutes of Meetings. The Board shall keep a record of each regular or special meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Board.

4) Notice of Meetings to Members. The Board of Directors shall endeavor to have a regular meeting monthly. Members shall be given notice of the date, hour, and place of a regular or special Board meeting. The notice shall be provided at least 48 hours before the start of the meeting by:

a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members located on the Association's Common Property (i.e. mailroom) or, with the Owner's consent, on other conspicuously located privately owned property, i.e. the Owner's Townhome front door; or,

b) posting on any Internet website maintained by the Association or other

Internet media; or,

c) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association. It shall be each Member's duty to keep an updated e-mail address registered with the Association.

If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed herein within two hours after adjourning.

The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners by means specified in this Section, vote on:

- 1) fines;
- 2) damage assessments;
- 3) initiation of foreclosure actions;
- 4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- 5) increases in regular assessments;
- 6) levying of special assessments;
- 7) appeals from a denial of architectural control approval; or,

8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense on the issue.

Section 4.08 Notice of Meetings to Directors

Notice of the place, day and hour of every regular and special meeting shall be given to each Director no less than three days before the meeting by:

- 1) delivering the same to him or her personally; or,
- 2) leaving the same at their residence or usual place of business; or,
- 3) e-mailing to the Board member's preferred e-mail address; or,
- 4) USPS mailing, in the alternative, of such notice, before the meeting, postage prepaid, and addressed to them at their last known post office address, as shown upon the records of the Association.

Unless required by these Bylaws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any Director who, either before or after the holding thereof, waives such notice in writing. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Any meeting of the Board of Directors, regular or special, may be adjourned from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 4.09 Quorum of Directors

A majority of the Directors shall constitute a quorum for the transaction of business.

ARTICLE V. OFFICERS, DIRECTORS AND THEIR DUTIES

Section 5.01 Enumeration of Officers

The officers of the Association shall be a President, a Vice President, a Secretary-Treasurer, or a Secretary and a Treasurer, and such other officers and assistant officers as may from time to time be deemed necessary by the Board of Directors. Any person may hold more than one office provided the duties thereof can be consistently performed by that person.

Section 5.02 Enumeration of the Board of Directors

The Board of Directors (a.k.a. Board) should consist of the herein described officers along with at least two (2) Directors.

Section 5.03 Election of Officers and Directors

The election of Officers and Directors shall take place at each annual meeting of the Members however they may be appointed, to fill a Board vacancy, by the Board until the next annual meeting of Members.

Section 5.04 Eligibility of Officers and Directors

The President shall be a Director of the Association. Any Vice President, Secretary, Treasurer and such other officers as may be elected or appointed by the Board who are Members may be Directors of the Association.

Section 5.05 Term

The officers of the Association shall hold office for one (1) year until a successor is elected and qualified unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 5.06 Special Appointments

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such

notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.07 Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 5.08 Duties of the President

The President shall be the chief operating officer of the Association, shall be available at all meetings of the Members and the Board of Directors, shall have general and active operating management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

Section 5.09 Duties of the Vice President

In the absence of the President or in the event of their inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated by the Directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and has such other powers as the Board of Directors may from time to time prescribe.

Section 5.10 Duties of the Secretary and Assistant Secretaries

The Secretary shall attend all the meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Association and of the Board of Directors in a book to be kept for that purpose.

The Secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be. The Secretary shall have custody of the corporate seal of the Association and him or her, or an assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by their signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Association and to attest the affixing by their signature.

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of their inability or refusal to act, perform the duties and exercise the powers as the Board of Directors may from time to time prescribe.

Section 5.11 Duties of the Treasurer and Assistant Treasurers

The Treasurer shall have the custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all their transactions as Treasurer and of the financial condition of the Association. The Treasurer shall cause an annual review of the Association books to be made by an accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of issuance and expenditures to be prescribed to the Membership at its annual meeting and shall file a copy of each in the records of the Association. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of their

inability or refusal to act, perform the duties and have such powers as the Board of Directors may from time to time prescribe. The Treasurer shall have the authority to utilize the Association's management company or other managing agent for one or more of above-referenced duties in order to more efficiently manage the Association's financial matters.

ARTICLE VI. ASSESSMENTS AND FINES

Section 6.01 Regular Assessments

For the purpose of financing the management and maintenance functions of the Association, an annual Regular Assessment, that shall be equal for each Townhome regardless of variations in size, location and value shall be charged to each and all Townhomes to provide money to the Association Fund.

Each Townhome, upon (but not before) its sale date with subsequent deed or deed of trust transfer from a prior Owner to the new Owner thereof, shall be subjected to an annual Regular Assessment (herein referred to as the "Regular Assessment ") in such amount as shall be determined from time to time by the Association in accordance with its Bylaws. The Regular Assessment attributable to each Townhome shall be payable annually in advance; provided that if its sale and transfer of deed or deed of trust from the prior Owner is made on a day other than the first day of any month, the Regular Assessment for such month shall be prorated and paid by the new Owner contemporaneously with the transfer of deed or deed of trust. All payments of the Regular Assessment shall be made to the Association at its principal office in Harris County, Texas, or as the Association may otherwise direct or permit. Payment shall be made in full, regardless of whether any Owner has any dispute with the Association, any Owner or any other person or entity regarding any matter to which this instrument relates or pertains. All past due Regular Assessment payments shall bear interest at the rate of 9.6% per annum (or 0.8% per month) until paid. Payment of the Regular Assessment shall be a continuing affirmative covenant both personal to each Owner and a covenant running with the land. Each Owner, and each prospective Owner (except as excluded in the preceding sentence) is

hereby placed on notice that such provision may operate to place upon them the responsibility for the payment of Regular Assessments attributable to a period prior to the date they purchased their Townhome but after the initial sale thereof by any prior Owner; provided, however, that this shall not be construed to deny the priority of the lien of any first recorded deed of trust.

Section 6.02 Amount of Annual Regular Assessment

The annual Regular Assessment, in such amount as shall be determined from time to time by the Association in accordance with these Bylaws shall be set at \$2,280.00 per Townhome as of the adoption and recording of these Bylaws.

Section 6.03 Changes to the Annual Regular Assessment

Any change in the amount of the annual Regular Assessment shall be proposed to Members of the Association in the Association's Annual Meeting for approval by at least two-thirds (2/3) the Members. The Board shall send notice to each Member of the amount so agreed by vote of the Members, of the Regular Assessment for the following year no later than the 1st day of December.

In the event the Board determines that an increase of the Regular Assessment of the previous year's Regular Assessment is in the best interest of the Association, the Board shall call and notice a Special Meeting of the Members pursuant to Article III of these Bylaws. At said meeting, in the event the required two-thirds (2/3) of the Members entitled to vote cast votes (by any voting method set out in Section 3.08 of these Bylaws) in favor of the proposed Regular Assessment increase, said increase shall be applicable to all Townhomes.

Section 6.04 Special Assessments

In addition to the Regular Assessments authorized above, the Board, by resolution, may propose a Special Assessment for a definite total amount which shall be equal for each Townhome for the purpose of defraying the cost of services, construction, reconstruction, repair or replacement for any items related to or upon the Common Property, or for any other purpose that the Board may propose. To be effective, such resolution shall be ratified within sixty (60) days after the adoption thereof by the Board by the written assent of two-thirds (2/3) of

the votes of the Owners. Such Special Assessment may be payable in installments or in a lump sum as such resolution may provide, but in any event the total amount of such Special Assessment shall be paid in full within twelve (12) months from the date assent of the Owners is obtained.

Such Special Assessments shall be added into the Association Fund created pursuant to Section 7.01 of the Declaration, whether incurred before or after the Special Assessment is levied, to cover expenses authorized by Section 7.03 of the Declaration, or any other expense authorized by a vote pursuant to this section.

In the event the Board of Directors determines that the levying of a Special Assessment is in the best interest of the Association, the Board shall call and notice a special meeting of the Members pursuant to Article III of these Bylaws. At said meeting, in the event two-thirds (2/3) of the Members entitled to vote cast votes (by any voting method set out in Section 3.08 of the Bylaws) in favor of the proposed Special Assessment, said amount shall be applicable to all Townhomes. The notice for the special meeting relating to any proposed Special Assessment shall set forth the amount of the Special Assessment and the purpose or purposes for which it is being proposed.

Section 6.05 Regular and Special Assessment Late Charge

To any Regular Assessment not paid by January 31 in the year that it becomes due or Special Assessment not paid by thirty (30) days after the date that it, whether a partial installment for or a lump sum payment, becomes due, the Association shall add a late charge of \$100.00 and all amounts owed in the account shall bear an interest charge from the due date until paid at the rate of 9.6% per annum (or 0.8% per month) to compensate the Association for the administrative burden on its manager, management company and/or on the Board in relationship to its efforts to collect assessments and to interface with its Attorney, which late charge shall be added to and become a part of the Owner's Account and, subject to the afore prescribed interest rate charges, costs, attorneys' fees and all remedies available for collection of assessments, including, but not limited to, foreclosure, late charges, if any, and discontinuance

of services. Any late charge or cost not paid by 30 days after the date that it is added to the Owner's Account, shall be past due, provided that if the Owner requests a hearing before the Board, within thirty (30) days of the date that the Owner is sent a notice of the levying of the late charge against the Owner's account, the Owner may have a hearing at the next Board meeting to contest the levy. A late charge may be deleted from the Owner's Account should the Board find that the payment was not made late.

Section 6.06 Fines for Violations

If an Owner, and/or their tenant, is determined to be violating any of the Rules and Regulations of the Association as well as any sections of this instrument or the Declaration of the Association, they shall be first warned of such violation, in writing by USPS mail (with postage being charged to the Owner's account). If a violation continues in disregard of the warning, the Association shall have the right to apply a subsequent monetary fine for each separate violation to the account of the Owner.

The amount of any fine shall be specified in the Declaration and/or Rules and Regulations and may be modified from time-to-time by the Board of Directors. Any fine assessment not paid by thirty (30) days after the date that it is added to the Owner's Account, shall be past due, provided that if the Owner requests a hearing before the Board, within thirty (30) days of the date that the Owner is sent a notice of the levying of the fine against the Owner's account, the Owner may have a hearing at the next Board meeting to contest the levy.

A fine may be deleted from the Owner's Account per decision of the majority of the Board.

Section 6.07 Enforcement of Payments

All delinquent amounts owed the Association by an Owner, i.e. Assessment Liens, fines, late charges, etc., may be enforceable through any appropriate proceeding at law or in equity; provided, however, that such amounts owed shall be enforceable only by the Association, its successors or assigns.

To secure all payments owed to the Association and the repayment of any monies expended by the Association, each Townhome shall be, upon the initial sale thereof by prior Owner to a new Owner thereof and continuing thereafter, subjected to, and there shall thereby be reserved in the Association, the express vendor's lien and superior title (hereinafter referred to as the "Assessment Lien") which shall, ipso facto, be assigned without recourse to, and for the benefit of, the Association; provided, however, that the Assessment Lien shall be junior, subordinate and inferior to the lien of any recorded first lien Deed of Trust (and renewals and extensions thereof) granted by the Owner of any Townhome to secure the repayment of sums advanced to or otherwise owed by him or her to cover all or any portion of the purchase price therefor or of any permanent improvement to be placed thereon.

In addition, for Owners who are delinquent on their accounts by or more than nine (9) months after January 31st of each year, the Association may withhold any and all services that it would otherwise provide to the delinquent Owner or Owners, including, but not limited to, use of the Common Property facilities and parking, trash collection, security, and/or water. This right extends to the collection of all assessments, fines, interest or other charges deemed to be collectible such as amounts for repairs, violations, attorney's fees, court costs and expenses of litigation in relationship to the enforcement of any restrictive covenant contained herein, the Declaration and the Rules and Regulations. The provisions of this remedy shall not be enforceable until, 10 days after the Association has provided both the Owner and/or their tenant, if the property is occupied by persons other than the Owner, notice that any and all services shall be discontinued for non-payment of any amount allowed above, including the amount of the non-payment, and cost of collection in connection therewith, which may include the cost of notice, vehicle towage, water disconnection and water reconnection charges, including a charge by the management company to oversee the above described actions, i.e. of the plumber, attorney's fees, if any, etc., which notice shall also be provided by e-mail to the registered e-mail address of the Owner or, for those Owners not having an e-mail address registered with the Association, by USPS mail to the last known address for the

Owner and also to the tenant at the street address of the Townhome, which notice shall be considered completed when deposited in a receptacle for the USPS, with such USPS mailing costs to be charged to the account of the Owner. Under no circumstances shall the Association ever be liable to any Owner or to any other Person or entity for failure or inability to enforce or attempt to enforce any and all payments.

Section 6.08 Partial Payment Plans

Pursuant to the Texas Residential Property Owners Act or other similar statute, as same may be amended from time to time, the Association shall establish a policy whereby an Owner, who is or about to become delinquent on their accounts, may make partial payments to the Association for regular or special assessments. Such an Owner may avoid any late and interest charges by entering into a payment plan establishing monthly partial payments, with a maximum term no longer than 18 months from the date of the Owner's request. The Association shall charge a fee of 0.8% per month interest on the principle amount delinquent for administering such a partial payment plan, which must be filed with the real property records.

If an Owner, who is delinquent on their account, fails to honor the terms of their payment plan, the Association shall not be required to enter into another payment plan. An Owner who failed to honor the terms of a previous payment plan, if the default occurred during the previous two years, or if the Owner does not accept an offer by the Association for a payment plan, the Association may pursue enforcement actions prescribed in Section 6.08 hereinabove.

Section 6.09 Application of Payments

All money received by the Association shall be applied in the following order to all accounts:

All money received by the Association from Owners shall be applied toward amounts in arrears in the following order to all accounts:

1) Late charges;

- 2) Fines;
- 3) Interest;
- 4) Other amounts owed; except attorney's fees, special assessments or regular assessments;
- 5) Attorney's fees;
- 6) Oldest outstanding special assessments and,
- 7) Oldest outstanding regular assessments.
- 8) Invoices for water and sewer services;
- 9) Other costs.

Section 6.10 Expiration or Termination of Assessment Liens

All Assessment Liens shall continue until the expiration or termination of the covenants, conditions, reservations and restrictions set forth in this instrument and the Declaration of the Association.

ARTICLE VII. ASSOCIATION FUND

Section 7.01 Management of Association Fund

The Association shall receive all payments, as paid, and shall act as custodian and administrator thereof, and shall have the right to pool, merge and combine all payments of Regular or Special Assessments, late charges, fines, interest charges, etc., and all funds received from other sources into a single fund (herein referred to as the "Association Fund") without the necessity of maintaining a single Association Fund for each Owner or for the entirety of the Owners.

However, the Association will keep, or cause to be kept, accurate records of all such funds so received, attributable as to their source, and will advise any Owner or any prospective purchaser of a Townhome, upon their request, of the total payments received from, or due by, them or by the present Owner, as the case may be. Unless the Association is specifically requested to furnish such information, it shall have no obligation to furnish same or to waive past due

collections or otherwise; nor any liability to any person who becomes an Owner without knowledge of the previous Owner's delinquency in the payment thereof. In addition, the Association will furnish to each Owner an annual report of the Association's operations, reflecting all revenues and disbursements during the preceding fiscal year, and a balance sheet prepared as of the end of such fiscal year.

Section 7.02 Liability for Collections

The Association shall not be liable to any person or persons whomsoever for failure or inability to collect any payment due, i.e. Regular or Special Assessments, late charges, fines, interest charges, etc. or any part thereof from any Owner.

ARTICLE VIII. ADMINISTRATION OF FINANCES AND ACCOUNTS

Section 8.01 Checks, Drafts, Etc.

All checks, drafts, and orders for the payment of money, notes and other evidence of indebtedness, issued in the name of the Association, shall be reviewed and/or signed by any two (2) officers of the Association. The Board of Directors, in its sole discretion, may assign to the Association's management company or other managing agent certain check issuing and signing authority, so long as all financial transactions so assigned are regularly reviewed and approved by the Association's Treasurer and Board of Directors. In order to affect same, the Board of Directors have the authority to authorize one or more managing agents as signatory on the Association's bank account(s).

Section 8.02 Fiscal Year

The fiscal year of the Association shall be the twelve calendar months period ending December 31 of each year, unless otherwise specified by the Board of Directors.

Section 8.03 Carryover of Unused Association Funds

The Association shall not be obligated to spend in any calendar year all the sums collected in such year and may carry forward, as surplus, any balance remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 8.04 Financial Records and Annual Report

1) The Association's Board, or Management Company, shall maintain current and accurate financial records with complete entries as to each financial transaction of the Association, including income and expenditures, in accordance with generally accepted accounting principles.

2) Based on the records, the Association's Board, or Management Company, shall annually prepare or approve a financial report for the Association for the preceding fiscal year which the will include the items listed below in Subsections (a) and (b). The report must conform to accounting standards as adopted by the American Institute of Certified Public Accountants and must include:

- a) a statement of revenue and expenses; and,
- b) a balance sheet.

Section 8.05 Member's right to inspect books and records

A Member of the Association may inspect the books and records of the Association pursuant to the laws of the State of Texas and records production and copying policy in place for the Association at that time, as same may be amended from time to time.

ARTICLE IX. GOVERNING DOCUMENTS

Section 9.01 Modifications to the Governing Documents

The Articles of Incorporation, Bylaws and Declaration of the Association shall be covenants running with the land and personal obligations, binding upon all Owners of any Townhome therein, from the date hereof. Other than specified monetary amounts of Regular and Special Assessments, the Bylaws and Declaration may be amended at any time and from time-to-time by a written instrument, recorded in the appropriate records of the Office of the County Clerk of Harris County, Texas, if so agreed by a 51% majority of the Members. Any modifications of the Articles of Incorporation, Bylaws and Declaration shall become operative and binding upon all Members (and Owners), regardless of whether all voted for and signed in agreement to the subject Governing Documents and any later modification.

The Association's Board shall have the right to modify and amend the Rules and Regulations of the Association as necessary, from time-to-time, as long as the Rules and Regulations are in agreement with the other Governing Documents. In addition, and without the necessity of amending the Governing Documents, the Association's Board shall have the right, to grant exceptions from time-to-time to the application of any particular rules and provisions of the Declaration and Rules and Regulations (other than a waiver of the Regular Assessment) when doing so will not be inconsistent with the Governing Documents.

Section 9.02 Compliance with Governing Documents

The Governing Documents, with the sole exception of the Rules and Regulations, as from time-to-time amended and/or modified by Members, shall be deemed incorporated by reference in the same to the same extent as if recited verbatim herein; provided, however, that the applicable legal requirements for amending the Governing Documents shall be as recited in this instrument notwithstanding such incorporation by reference.

Each Owner and their tenants and guests shall, at all times, use their Townhome and otherwise comply fully with the Governing Documents and a breach or

default thereof shall constitute a violation by such Owner and/or their Tenants and guests.

Section 9.03 Consistency of Governing Documents

These Bylaws shall be construed and interpreted in a manner that is consistent with the terms and provisions of the Articles of Incorporation and the Declaration. The terms of the Articles of Incorporation and the Bylaws shall be controlling over any inconsistent provision contained in the Declaration, and Rules and Regulations.

ARTICLE X. MISCELLANEOUS

Section 10.01 Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association's books, records and papers shall also be made available for inspection and copying at a location mutually convenient to the Association and to such Member(s), upon five day's written notice delivered to the Board of Directors. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association or a location so designated by the Board, where copies may be purchased at reasonable cost. Notwithstanding the above, the Association may withhold from inspection records which concern personnel records, individual medical records, records relating to business transactions that are currently in negotiation, privileged communication with legal counsel, or complaints against an individual Member of the Association.

Section 10.02 Seal

The Board of Directors may provide a suitable seal, bearing the name of the Association that shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 10.03 Provision of Disclosure Package

Within fourteen (14) days of either receipt of a written request from any Member of the Association, and upon payment by such Member to the Association of a reasonable fee for the following documents and information if required:

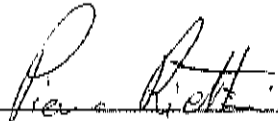
- 1) The name of the Association, the State in which the Association is incorporated and the name and address of its registered agent in Texas;
- 2) A copy of the current Declaration and the Association's Articles of Incorporation and Bylaws and any Rules and Regulations, or architectural guidelines promulgated by the Association;
- 3) A copy of the Association's current budget or a summary thereof, and a copy of its statement of income and expenses or statement of its financial condition for the last fiscal year for which such statement is available;
- 4) A statement, including the amount of all assessments and any other mandatory fees, fines or charges currently imposed by the Association, and the status of a particular Townhome account;
- 5) A statement of any capital expenditure anticipated by the Association within the current year and, if available, the two succeeding fiscal years;
- 6) A statement or summary of the status and amount of any reserve or replacement fund or any portion of the fund allocated by the Board of Directors for a specified project;
- 7) A statement of the nature of any pending suit or unpaid judgment to which the Association is a party which either could or would have a material impact on the Association or its Members or which relates to the Townhome Site or Lot being purchased; and
- 8) A statement setting forth all insurance coverage, including any fidelity bond, maintained by the Association.

I, Pierre Riettini, certify that:

I am duly qualified and acting President for Eldridge Road Townhomes Association Inc.

Above is a true copy of the By-Laws of Eldridge Road Townhomes Association, Inc., which are submitted for recording pursuant to §209.004 of the Texas Code.

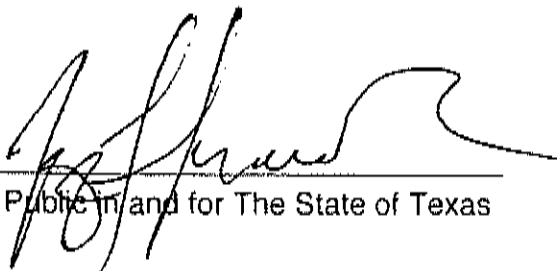
Dated: 10/10/18

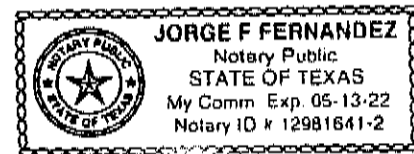


Pierre Riettini
Eldridge Road Townhome Association, Inc.

State of Texas §
§
County of Kerr §

This instrument was acknowledged before me on 10/10/2018 by Pierre Riettini, President of Eldridge Road Townhome Association, Inc. , a Texas corporation, on behalf of said corporation.



Notary Public in and for The State of Texas

AFTER RECORDING, PLEASE RETURN TO:

THE NICHOLS FIRM, PLLC
C/O CHRISTOPHER L. NICHOLS
1010 N. SAN JACINTO, SUITE 100
HOUSTON, TEXAS 77002



FILED FOR RECORD

10:16:19 AM

Tuesday, October 16, 2018

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, October 16, 2018



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

NOTICE

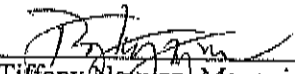
MANAGING AGENT'S CERTIFICATE FOR RECORDING

I, Tiffany Nguyen, certify that:

I am the duly qualified and acting Managing Agent for Eldridge Road Townhomes Association, Inc.

The following is a true copy of the By-Laws of Eldridge Road Townhomes Association, Inc., which are submitted for recording pursuant to §209.004 of the Texas Property Code.

Dated: 7/23/12

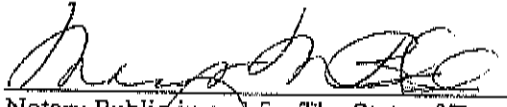


Tiffany Nguyen, Managing Agent for
Eldridge Road Townhomes Association, Inc.

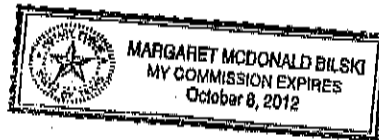
10R
1EE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of July, 2012 by Tiffany Nguyen, Managing Agent for Eldridge Road Townhomes Association, Inc., on behalf of said corporation.



Notary Public in and for The State of Texas



RETURN TO:

BARTLEY & SPEARS, P.C.
14811 St. Mary's Lane, Suite 270
Houston, Texas 77079

ER 035 - 11 - 1057

BY-LAWS OF
ELDRIDGE ROAD TOWNHOMES ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is ELDRIDGE ROAD TOWNHOMES ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at the home of the President of the Association. The mailing address shall be 680 North Eldridge, Houston, Texas 77079, but meetings of members and Directors may be held at such places within the State of Texas, County of Harris, as is authorized herein.

ARTICLE II

DEFINITIONS

Section 1. All terms used herein shall have the meanings given thereto in the Declaration unless expressly stated to the contrary herein.

Section 2. "Articles of Incorporation" shall mean the articles of incorporation of the Association, as amended from time to time.

Section 3. "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

Section 4. "Declaration" shall mean the Declaration of Reservations, Restrictions, and Easements applicable to the Properties recorded in the Official Public Records of Real Property of Harris County, Texas, under Film Code No. 126-10-0434 and all amendments thereto made from time to time.

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

Section 6. "Member" shall mean those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "Properties" shall mean that real property known as Turkey Creek Townhomes (P.U.D.), a subdivision out of the Joel

Revised 1/9/89

ER 035 - 11 - 1058

Wheaton Survey, Abstract 80, Harris County, Texas, as replatted from time to time.

ARTICLE III

MEMBERS, MEETINGS AND VOTING RIGHTS

Section 1. Composition and Powers. Every owner shall be a Member of the Association and shall continue to be a Member for so long as he owns a townhome. The foregoing is not intended to include persons or entities holding an interest in a townhome merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from the ownership of any townhome.

Section 2. Annual Meetings. The annual meeting of the Members shall be held in June of each year upon call as contemplated in Section 4.

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 who are entitled to vote one-fourth (1/4) of all of the votes.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by the Secretary upon authority of the person or persons so authorized in Section 3, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of the notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast a majority of the votes shall constitute a quorum for any action. Any meeting of the Association, whether annual or special, at which a quorum is not present shall be adjourned thirty (30) minutes after the time of the call, and the Secretary shall issue another notice as in Section 4, above. The new notice shall inform all Members that at the second meeting those present shall be empowered by these By-Laws to transact any business which might have been transacted at the meeting first called.

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Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his townhome.

Section 7. Voting. The Association shall have one class of voting membership. No Member shall have any greater rights than any other Member regardless of any variation in size, value or otherwise of his townhome. Members shall be entitled to one (1) vote for each townhome in which they hold the interest required for membership. When more than one person holds such interest in any townhome, all such persons shall be Members and the vote for such townhome shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any townhome. In the event of a roll call vote, persons voting a proxy shall be identified by the Secretary in the Minutes.

Section 8. Assessments. No Special Assessment nor change in the Annual Assessment may be made unless approved by affirmative vote representing Fifty-One Percent (51%) of the Ownership.

Section 9. Report to the Membership. Within thirty (30) days of the close of any Meeting of the Members, the Minutes shall be entered in the Records of the Association; a copy posted in the Mail Room; and a copy mailed to each Non-Resident Member. Any Member may request in writing a copy of any document from the Association, but shall reimburse the Association for the costs of reproduction and mailing plus \$1.00.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Composition. The affairs of the Association shall be managed by a Board of Directors of Three (3) Directors who shall be members of the Association. Each Director shall be elected for a term of three (3) years.

Section 2. Nomination. Nominations for the election to the Board of Directors shall be made from the floor at the annual meeting.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. The person receiving the largest number of votes shall be elected. In the event only one person shall have been nominated, the President shall declare that person elected.

Section 4. Removal. A particular Directorship, may be declared vacant if any of the following shall occur:

- (a) Written resignation,
- (b) Absence at three (3) consecutive Regular Meetings of the Board of Directors,
- (c) Removal, with or without cause, by majority vote at any Meeting of the Members of the Association,
- (d) Sale of his or her townhome, or
- (e) Death of the Director.

Section 5. Vacancies. Any vacancy occurring in the Board of Directors shall be filled at its next meeting, or, if the vacancy occurs while a meeting is in progress, such vacancy shall be filled by the affirmative vote of the remaining Directors comprising no less than a majority of the Board. The person thus selected shall complete the term of the Directorship, subject to the approval of the Membership at its next meeting.

Section 6. Quorum. The presence of four (4) Directors or Officers shall constitute a Quorum for the transaction of business at any meeting. A vote of the Board shall be valid if concurred in by a majority of the Board.

Section 7. 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 8. Regular Meetings. The Board of Directors shall meet monthly. Notice of time, date and place of Regular Meetings shall be posted in the Mail Room forty-eight (48) hours prior to said Meetings.

Section 9. Emergency Meetings. In the event of an Emergency, the Board of Directors may authorize actions including expenditure of Association funds. Such actions shall be valid when a Declaration of Emergency is endorsed by no less than four (4) members of the Board.

Section 10. Owner-Members at Board Meetings. Any Member of the Association may attend any meeting of the Board of Directors, and shall be permitted to address the meeting for not more than three (3) minutes unless a majority of the Board agrees to additional time.

Section 11. Powers and Duties. The Board of Directors, for the benefit of the Members, shall have the following powers and duties:

- (a) To 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, Articles of Incorporation, or the Declaration.
- (b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purpose and provisions of the Declaration, the Articles of Incorporation, and these By-Laws.
- (c) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.
- (d) The Board of Directors shall be the "Architectural Controller" as contemplated in Article 1 of the Declaration.
- (e) To cause to be kept a complete record of all its acts and to enter this record into the Minute Book of the Association. A copy of these Minutes shall be posted in the Mail Room no later than fourteen (14) days following any meeting.
- (f) To cause to be spent no monies in excess of the total expenditures authorized in the Budgets approved by the Membership without notice by mail to each Member of the Association at least fifteen (15) days prior to the Board Meeting at which such expenditures may be proposed for action, except in the

case of a valid emergency as provided in Section 9 of this Article.

- (g) To cause to accompany the Written Notice of Annual Meeting of the Members a Preliminary Treasurer's Report and a Proposed Budget for the ensuing year.

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. Composition. The Officers of the Association shall be the President, Vice-President, Secretary and Treasurer.

Section 2. Nominations. Nominations shall be made from the floor at the Annual Meeting. All nominees shall be Members. Nominations shall be closed by the President when no more nominations are heard.

Section 3. Election and Tenure of Officers. Election shall be by written secret ballot. The person receiving the largest number of votes shall be elected. In the event only one person shall have been nominated, the President shall declare that person to be elected. All officers shall serve for the fiscal year, or until their successor shall have been elected.

Section 4. Removal of Officers. Any officer may be removed by the Board of Directors or by majority vote of the Members. In the event a vacancy occurs in any office by removal or resignation except that of the President, the Board of Directors may name an acting officer to serve until the next meeting of the Members, but no meeting shall be called solely for this purpose.

Section 5. Disbursements and Bonding. Funds of the Association may be disbursed by any two officers, who may be bonded by the Association.

Section 6. The President. The President shall preside at all meetings of the Members; see that orders and resolutions of the Board of Directors are carried out; and, unless otherwise provided by the Board of Directors, sign all leases, mortgages, deeds and other written instruments that have been approved by the Board of Directors or pursuant to the Authority granted by the Board of Directors; and perform such other duties assigned by the Board of Directors.

ER 035-11-1064

Section 7. The Vice-President. In the absence of the President, the Vice-President shall perform the duties of the President; and perform such other duties assigned by the Board of Directors.

Section 8. The Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notices of meetings in conformity with these By-Laws; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties assigned by the Board of Directors.

Section 9. The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors; may sign all checks and promissory notes of the Association; keep proper books of account; prepare an annual budget to be presented to the membership at its regular annual meeting, and deliver a copy to the Members. The first act of the newly-elected Treasurer shall be to cause an annual accounting of the Association's books; the final act of the Treasurer shall be to prepare a statement of income and expenditures, together with a balance sheet and deliver a copy to each of the Members. The Treasurer shall perform all other duties assigned to him by the Board of Directors.

ARTICLE VI

COMMITTEES

In addition to the committees provided for in the Declaration and the By-Laws, other committees as may be deemed appropriate may be appointed or eliminated by the President.

ARTICLE VII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation of the Association and the By-Laws of the Association shall be available by any Member at the principal office of the Association.

ARTICLE VIII

CORPORATE SEAL

The Association shall have a seal in the form prescribed by the Board of Directors.

ARTICLE IX

MISCELLANEOUS

Section 1. Covenant to Obey Laws, Rules and Regulations. Each Member shall be subject to the Declaration and shall abide by the By-Laws and rules and regulations. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by the Board of Health and any other governmental authority of the municipal, state and federal government, applicable to the Properties.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day January and end on the 31st day of December, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Amendment. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the Members, either in person or by proxy.

Section 4. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws or the Articles of Incorporation, the Declaration shall control.

ER 035 - 11 - 1066

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Pages 10
08/07/2012 10:37:20 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 48.00

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.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS