Bylaws
The Woodvine Park Council of Co-Owners Inc.

RP-2018-44958
02/02/2018 RP1 $52.00

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CORPORATE CERTIFICATE
FOR
THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC.

The undersigned, being a duly acting and qualified Officer of THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation, (the "Association"), the Association set forth and described in that certain "Condominium Declaration for Woodvine Park" filed in Volume 128, Page 1, et. Seq. of the Condominium Records of Harris County, Texas, together with all amendments and supplements thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"); does hereby certify that the following constitute true and correct copies of the following document(s):

(I) Bylaws of The Woodvine Park Council of Co-Owners, Inc., attached hereto as Exhibit "A".

The above described and attached document(s) are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

The undersigned has hereunto set his/her hand at Houston, Texas this 26 day of January, 2018.

THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC.,
a Texas non-profit corporation

IDL LL

By: _____
(signature)
Secretary
(name position)
Its: Laura Crabb
(Officer position)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of January, 2018, by Laura Crabb, Secretary of **THE WOODVINE PARK COUNCIL OF CO-OWNERS, INC.**, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

JOAN SUTER
Notary Public, State of Texas
Comm. Expires 01-16-2021
Notary ID 6748914

Woodvine Park.Certificate.Articles and Bylaws.012518

Ret
Frank, Elmore, Lievens, Chesney & Trust, LLP
9225 Katy Freeway, Suite 250
Houston, TX 77024

EXHIBIT "A"

Bylaws of The Woodvine Park Council of Co-Owners, Inc.

BY-LAWS

OF

WOODVINE PARK

COUNCIL OF CO-OWNERS

THE WOODVINE PARK COUNCIL OF CO-OWNERS, Inc., a Texas non-profit corporation, is the corporation referred to in the Condominium Declaration For Woodvine Park, a condominium regime in Houston, Harris County, Texas, created pursuant to the provisions of the Texas Condominium Act. This Corporation is and shall have all the powers of the "Co-Owners" as authorized by the Texas Condominium Act. The terms used in these By-Laws shall have the same meanings given to them in the Declaration, unless otherwise specifically provided. In the event of any conflict between the terms and provisions of these By-Laws and the Declaration or the Texas Condominium Act, or both, the Declaration shall control over these By-Laws and the Act shall control over both the Declaration and these By-Laws.

ARTICLE I

VOTING BY OWNERS

1.01 Except as provided in the Declaration for voting by the Declarant, each Owner shall be entitled to one vote for each Residence Unit owned by such Owner weighted in proportion to the Percentage Ownership Interest of such Residence Unit in the Common Elements.

1.02 No Owner, other than the Declarant, shall be entitled to vote at any meeting of the Council until such Owner has presented evidence of ownership of a Residence Unit in the Condominium to the Secretary of the Board. In the event that ownership interests in a Residence Unit are owned by more than one member of the Council, the members who own fractional interest in such Residence Unit aggregating more than fifty percent (50%) of the whole ownership thereof shall appoint one member who shall be entiled to vote the vote of that Residence Unit at any meeting of the Council. Such designation shall be made in writing to the Board of Directors; the Board of Directors shall be entitled to rely upon such designation until written notice revoking such appointment is received by the Board. In the event that a Residence Unit is owned by more than one member and no single member is designated to vote on behalf of the members having an ownership interest in such Residence Unit, then none of such members shall be allowed to vote. All members of the Council may be present at any meeting of the Council and may act at such meetings either in person or by proxy.

ARTICLE II

MEETINGS

2.01 Annual Meetings. The first meeting of the members of the Council shall be held when called by the Declarant upon ten (10) days written notice to the members. Such written notice may be given at any time but must be given not later than the earlier to occur of: (i) ninety (90) days after at least seventy-five percent (75%) of all of the Residence Units have been sold by the Declarant, a deed therefor recorded and the purchase price, or (ii) May 1, 1987. At such meeting, the first Board shall be elected. For purposes of these By-Laws, the initial Board used in the Articles of Incorporation shall not be deemed to be the first Board. Thereafter, an annual meeting of the members of the Council shall be held in the Building or at such other place

as may be designated by the Board at 8:00 o'clock p.m. on the first Wednesday in October of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board, the annual meeting of the members of the Council may be held at such other reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the members not less than ten (10) nor more than sixty (60) days prior to the date affixed for said meeting.

2.02 Notice. Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail or by placing such notice in the mail distribution facilities of each Owner if such facilities are present on the Project. If delivery is made by mail, it shall be deemed to have been delivered seventy two (72) hours after deposit in the U. S. Mail postage prepaid, addressed to an Owner at his Residence Unit or to such other address as the Owner may have given in writing to the Secretary of the Council for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary. For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the Council shall be determined at the close of business on the twenty-fifth (25th) day preceding such meeting.

2.03 Special Meetings. Special meetings of the members may be called by the President or any Vice-President at any time or may be called upon petition to the President by members having ten percent (10%) of the votes in the Council or by a majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each member not less than three (3) nor more than twenty-one (21) days before the date of such meeting.

2.04 Quorum. The presence in person or by proxy of the Owners representing an aggregate of more than fifty percent (50%) of total vote of all Residence Units weighted in accordance with their Percentage Ownership Interest shall constitute a quorum for holding any meeting of the Council. If, however, such quorum shall not be present or represented at any meeting of the Council, the Owners present in person or represented by proxy shall have the power to adjourn and reconvene the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such reconvened meeting, at which a quorum shall be present or represented by proxy, any business may be transacted as was set out in the notification of the original meeting.

2.05 Proxies. At any meeting of the Council, votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Board at or before the appointed time of each meeting of the Council.

2.06 Majority Vote. When a quorum is present at any meeting of the Council, the vote by Owners present in person or by proxy at such meeting of a majority (an aggregate of more than fifty percent (50%) of the total vote of all Residence Units is weighed in accordance with their Percentage Ownership Interest) shall decide any question brought before such meeting unless the question is one upon which, by express provisions of the Act, the Declaration or the By-Laws, a different vote is required, in which case such express provision shall govern and control a vote on such question.

2.07 Cumulative Voting Prohibited. At all meetings of the Council, cumulative voting shall not be permitted.

ARTICLE III

BOARD OF DIRECTORS

3.01 Number and Qualification. The Board of Directors shall consist of five (5) persons who are members of the Council, spouses of members, or in the event that a Residence Unit is owned by a corporation or other business entity, an officer or director of such entity or other designated representative who resides in the Residence Unit owned by such entity (with the exception of the members of the initial Board named in the Articles of Incorporation (and any replacement Directors selected by the Declarant or the members of the initial Board prior to the first meeting of the Council)).

3.02 Election. The Directors shall be elected by the members at the first meeting of the members and at each annual meeting thereafter. At the initial meeting of the members of the Council, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. Thereafter, at the annual meeting of the members, the members shall elect either three (3) or two (2) Directors, as the case may be, each to serve for a term of two (2) years, in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot.

The members of the Board (other than members of the initial Board) shall serve for a term of two (2) years commencing at the time of their election until their death, resignation, removal or until they are no longer members of the Council, whichever is earlier.

3.03 Removal of Vacancies. Any Director may be removed from the Board with or without cause, by a vote of Owners representing in the aggregate at least two-thirds (2/3rds) of the total vote of all Residence Units weighted in accordance with their Percentage Ownership Interest, by Owners voting in person or by proxy at a special meeting called by Owners voting in person or by proxy at a special meeting called for such purpose or at an annual meeting. In such an event, a successor for such Director as has been removed shall be selected by a vote of the Council. Except as to vacancies provided by removal of Directors by vote of the Council, vacancies in the Board occurring between annual meetings of the Council shall be filled by the remaining Directors.

3.04 Compensation and Expenses. No member of the Board shall receive any compensation from the Council for acting as such but shall be reimbursed for reasonable expenses incurred while serving in such capacity.

3.05 Action by Written Consent. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

3.06 Organization Meeting. The organization meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors so elected at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.07 Regular Meetings. The annual meetings of the Board shall be held each year immediately following the annual meeting of the Council, at the place of such annual meeting, for the election of

officers and consideration of any other business that may be properly brought before such annual meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least two (2) days prior to the date named for such meeting.

3.08 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two (2) of the Directors. Not less than three (3) days notice of the meeting shall be given personally by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.09 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver, if in writing and signed by such Director, shall be deemed, equivalent to the giving of notice.

3.10 Quorum. A quorum at Board meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number is required by the Declaration or by the By-Laws.

3.11 Consent to Action. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

3.12 Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of a chairman who shall be a member of the Board, and two or more Owners, who shall have been appointed by the Board prior to each annual meeting of the members (except the initial nominating committee, which shall be determined by the initial Board) to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine but not less than the number of vacancies that are to be filed. Nominations may also be made from the floor at the annual meeting.

3.13 Election. Election to the Board shall be by secret written ballot, at which election the Owners may cast in person or by proxy, in respect to each vacancy, such votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

3.14 Powers and Duties. All of the powers and duties of the Council existing under the Act, the Declaration and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such is specifically required. Such powers and duties shall include but shall not be limited to the following subject, however, to the provisions of the Act, the Declaration and the By-Laws:

(1) To make and collect assessments against the Owners for the purposes outlined in the Declaration of the Condominium and all of its property and facilities;

(2) To use the proceeds of assessments in the exercise of its powers and duties;

(3) To maintain, repair, replace and operate the Condominium;

(4) To purchase insurance upon the Condominium and for the protection of the Owners as required by, and pursuant to, the Declaration;

(5) To reconstruct improvements after casualty and further improve the Condominium;

(6) To amend the original Community Rules adopted by the Declarant and attached hereto as Exhibit "A" and to make such other regulations as it deems necessary respecting the use of the Condominium;

(7) To arrange for and purchase water, sewer, garbage, electrical and other utility services for the Common Elements and (to the extent not separately metered and charged) for the Residence Unit;

(8) To contract for management of the Condominium and to delegate to the Managing Agent all powers and duties of the Board except such as are specifically required by the Act, the Declaration and By-Laws to have approval of the Owners;

(9) To employ personnel to perform the services required for proper operation of the Condominium; and

(10) To cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Owners at the annual meeting of the Council or at any special meeting when such statement is requested in writing by twenty five percent (25%) or more of the votes of the Council requesting such special meeting.

ARTICLE IV.

OFFICERS

4.01 Executive Officers. The executive officers of the Council shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board and who may be pre-emptorily removed by vote of the Board at any meeting. Any person may hold two or more officers except the President shall not also be the Secretary. The Board shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Council.

4.02 President. The President shall be the chief executive officer of the Council and shall have all of the powers and duties which are usually vested in the office of President of an organized association including, but not limited to, the power to appoint committees from among the Owners from time to time, that in the exercise of discretion, are determined appropriate, to assist in the conduct of the affairs of the Council.

4.03 Vice-President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

4.04 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and Council and shall attend to the giving and serving of all notices to the Owners and Directors and other notices required by law; shall keep the records of the Council, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an organized association and as may be required by the Board or the President.

4.05 Treasurer. The Treasurer shall have custody of all property of the Council, including funds, securities and evidences of indebtedness and shall keep the books of the Council in accordanoe with generally accepted accounting principles; and shall perform all other duties incident to the office of Treasurer.

4.06 Compensation. The compensation of all officers and employees of the Council shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Council nor preclude the contracting with a Director for the management of the Condominium.

ARTICLE V

DELEGATION OF BOARD DUTIES

5.01 Notwithstanding anything contained herein otherwise to the contrary, the Board may delegate any of its duties, powers or functions to a Managing Agent, provided that any such delegation shall be revocable upon notice by the Board. The members of the Board shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

ARTICE VI

RECORDS

6.01 The Board or the Managing Agent shall keep or cause to be kept a set of books with a detailed account of the receipts and expenditures affecting the Condominium and its administration and specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Condominium. Both the books and vouchers accrediting the entries made thereon shall be available for examination by all the Owners and Mortgagees (or their designees) at covenient hours on working days. All books and records shall be kept in accordance with generally accepted accounting principles.

ARTICLE VII

AMENDMENT

7.01 Except as provided in the Declaration or in the Act, these By-Laws may be amended from time to time by the affirmative vote of members having two thirds (2-3rds) of the number of votes entitled to act upon such matters at a meeting of the Council as provided herein.

ARTICLE VIII

SEVERABILITY

8.01 The invalidity of any provision or provisions of these By-Laws shall not be deemed to impair and affect in any manner the validity, enforceability or effect of the remainder of these By-Laws, and, in such event, all of the other provisions of these By-Laws, shall continue in full force and effect as if such invalid provisions had

never been included herein.

ARTICLE IX

INDEMNITY

9.01 The Council shall indemnify the Board of Directors (and each member thereof) and its Officers (each of them) against expenses and liabilities (including the cost and expense of defending against any such alleged liability) reasonably incurred by such person or persons by reason of his being or having been an Officer or Director of the Council except in cases where such Director or Officer is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

9.02 The rights of indemnification herein provided may be insured against by policies maintained by the Council; shall be severable, shall not affect any other rights to which any Director or Officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which Council personnel other than Directors and Officers may be entitled by contract or otherwise under law.

9.03 Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in Section 9.01 hereof may be advanced by the Council prior to final disposition thereof upon receipt of an undertaking by or on behalf of the Director or Officer, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

ARTICLE X

CONTRACTS, LOANS, CHECKS, DEPOSITS AND TRANSACTIONS

10.01 Contracts Subject to the limitations set forth in the Declaration, the Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Council, such authority may be general or confined to the sepcific instances.

10.02 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Council shall be signed by such Officer or Officers, agent or agents of the Council and in such manner as shall, from time to time, be determined by Resolution of the Board of Directors.

10.03 Deposits. All funds of the Council not otherwise employed shall be deposited, from time to time, to the credit of the Council in such banks, trust companies or other depositories as the Board of Directors may select.

10.04 Transactions with Members, Directors and Officers.

A. The Council may enter into contracts or transact business with one or more of its Directors, Officers, or an Owner or with any firm of which one or more of its Directors, Officers, or an Owner are members or employees, or in which they are otherwise interested, or with any corporation or association in which any of its Directors, Officers, or an Owner are stockholders, directors or officers, members, employees or otherwise interested; and no such contract or other

transaction shall be void or voidable or otherwise affected by reason of such directorship, office, membership in, employment by, stock ownership in or other interest in the corporation or association or any such membership in, employment by or interest in such other firm, notwithstanding that the Council's Director, Officer, or an Owner having any such position, status or interest with such other firm, corporation or association was present at the meeting necessary to authorize, approve, ratify or otherwise obligate the Council upon such contract or transaction, if Sections (1) and (2) of Paragraph B are satisfied.

B. Paragraph A shall apply only if:

(1) The material facts of the relationship or interest of each such Director, Officer, or owner are known or disclosed:

(a) To the Board and it nevertheless authorizes, approves, or ratifies the contract or transaction by a majority of the Directors present at the meeting at which a quorum of Directors is present (or unanimously without a meeting), each such interested Director not be be counted (in the case of a meeting of the Board of Directors) in determining whether a quorum is present and not to be counted in calculating the majority necessary to carry the vote; or

(b) To the Council at an annual meeting or a meeting specially called for such purpose and they nevertheless authorize, approve or ratify the contract or transaction by unanimous written consent or by a majority vote (as provided in Section 2.06) of those Owners in attendance (in person or by proxy) at a meeting of the Council at which a quorum is present, each such interested Owner not to be counted for both quorum and voting pruposes;

and

(2) The contract or transaction is fair, just and beneficial to the Council as of the time it is authorized, approved or ratified by the Board or Owners; provided, however, such contract or transaction shall be presumed to be fair, just and beneficial to the Council as of such time of authorization, approval or ratification merely upon the basis of satisfaction of Section (1) of this Paragraph B.

C. This provision shall not be construed to make any Director, Officer or Owner liable to account to the Council by reason of such directorship, office, or ownership for any profits realized by, from, or through any such transaction or contract with the Council.

D. Nothing herein contained shall create liability in the events above described or prevent the authorization, ratification or approval of such transactions or contracts in any other manner permitted by law. This Article X shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common of statutory law applicable thereto or which would otherwise be valid under the common or statutory law applicable thereto or which would otherwise be valid in the absence of this provision.

IN WITNESS WHEREOF, these By-Laws are adopted by WOODVINE PARK, by and through Patrick M. Carmichael, Developer of the WOODVINE PARK Condominium Project, this 15 day of June, 1982, as the By-Laws of the Condominium Regime and of the Council of Co-Owners.

Patrick M. Carmichael
PATRICK M. CARMICHAEL

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PATRICK M. CARMICHAEL known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 15th day of June, 1982.

Notary Public,
Harris County, TEXAS

[illegible]
Notary Public, State of Texas
My Commission Expires September 1, 1984

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 blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

8:00:00 AM

Friday, February 2, 2018

Stan Stanart

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

Friday, February 2, 2018

COUNTY COURT OF HARRIS COUNTY, TEXAS

Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS