

CERTIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

(1) I am an Agent for Olde Oaks Community Improvement Association, Inc. a Texas non-profit corporation;

(2) An Instrument titled: **“Olde Oaks Community Improvement Association, Inc., Amended Bylaws, February 8, 2017”**, is attached hereto;

(3) The property affected by the said Instrument is described as, to wit:

Olde Oaks subdivision (a/k/a Olde Oaks, Section One), according to the map or plat thereof filed of record in the Map Records of Harris County, Texas under Clerk’s File Number E404768;

Olde Oaks, Section Two subdivision, according to the map or plat thereof filed of record in the Map Records of Harris County, Texas under Clerk’s File Number E994894;

Olde Oaks, Section Three subdivision, according to the map or plat thereof filed of record in the Map Records of Harris County, Texas under Clerk’s File Number G946903;

Olde Oaks, Section Four subdivision, according to the map or plat thereof filed of record in the Map Records of Harris County, Texas under Clerk’s File Number G946904;

Olde Oaks, Section Five subdivision, according to the map or plat thereof filed of record in the Map Records of Harris County, Texas under Clerk’s File Number H496469, and replatted as Waterford Park Section One and Section Two under Clerk’s File Numbers S975685 and S348431 respectively;

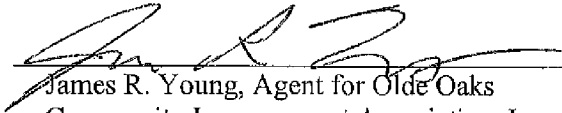
Olde Oaks, Section Six subdivision, according to the map or plat thereof filed of record in the Map Records of Harris County, Texas under Clerk’s File Number G955670;

along with any supplements, amendments or additions to any of the above;

(4) The attached Instrument is a true and correct copy of the original.

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IN WITNESS WHEREOF, I have subscribed my name on this 13th day of July, 2017.

By: 
James R. Young, Agent for Olde Oaks
Community Improvement Association, Inc.

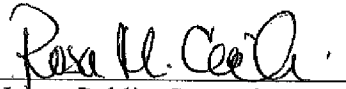
STATE OF TEXAS

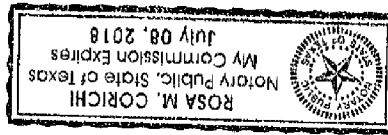
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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on the day personally appeared James R. Young, Agent for Olde Oaks Community Improvement Association, Inc., and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 13th day of July, 2017.


Notary Public, State of Texas



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OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.
AMENDED BY-LAWS

February 8, 2017

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AMENDED BY-LAWS

OF

OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.

These amended By-Laws of the Olde Oaks Community Improvement Association, Inc., were duly and properly adopted February 8, 2017 at the annual meeting of the Members of the Olde Oaks Community Improvement Association, Inc. by a majority vote of the said Members of the Association, with a quorum of said Members being certified as present. The purpose of the revision was to align the Association's dedicatory instruments with Texas State Property Code, specifically, Title 11 Restrictive Covenants, Chapter 209 Texas Residential Property Owners Protection Act as amended September 1, 2015. Said amended By-Laws replace and supersede in their entirety the previous By-laws of said Association. These By-laws, as so amended, shall be effective on the 8th day of February, 2017, and shall read as follows:

ARTICLE 1 NAME AND LOCATION

The name of the corporation is OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION INC., referred to herein as the "Association". Association meetings of Members and Directors may be held at such places within the state of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE 2 DEFINITIONS

Section 2.1 "Association"

Shall mean and refer to Olde Oaks Community Improvement Association, Inc., its successors and assigns.

Section 2.2 "Properties"

Shall mean and refer to that certain property which is restricted to residential use in Olde Oaks, SECTIONS ONE, TWO, THREE, FOUR, SIX, and Waterford Park and such additions as may hereafter be brought within jurisdiction of the Association.

Section 2.3 "Assessment"

Means a Regular Assessment, Special Assessment, or other amount a Property Owner is required to pay the Association under the Dedicatory Instrument or By-Law.

[a] "Regular Assessment"

means an Assessment, a charge, a fee or dues that each Owner of Property within the boundaries of the Association is required to pay to the Association on a regular basis and that is designated for use by the Association for the benefit of the subdivision as provided by the Restrictions.

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(b) "Special Assessment"

An Assessment, a charge, a fee, or dues, other than a Regular Assessment, that each Owner of Property within the boundaries of the Association is required to pay to the Association, according to procedures required by the Dedicatory Instruments for:

1. defraying, in whole or in part, the cost, whether incurred before or after the Assessment, of any construction or reconstruction, unexpected repair, or replacement of a capital improvement in common areas owned by the Association, including the necessary fixtures and personal property related to common areas;
2. maintenance and improvement of common areas owned by the Association; or
3. other purposes of the Association as stated in its Articles of Incorporation or the Dedicatory Instruments for the subdivision.

Section 2.4 "Common Area"

Shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 2.5 "Lot"

Shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and commercial reserves excluded from the scope of the Restrictions.

Section 2.6 "Owner"

Shall mean a person who holds record title to property in the Association, and includes the personal representative of a person who holds record title to property in the Association.

Section 2.7 "Declarant"

Shall mean and refer to KICKERILLO COMPANY, its successor and assigns, if such successors, or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 2.8 "Restrictions"

Shall mean and refer to the deed restrictions applicable to Properties recorded in the Office of the County Clerk, Harris County, Texas, under Film Code Nos. Olde Oaks Section One (1) 147-05-0433, Olde Oaks Section Two (2) 111-91-1450, Olde Oaks Sections Three (3), and Four (4) 001-84-0990, Olde Oaks Section Six (6) 197-82-0346, and Waterford Park Sections One (1) and Two (2) being replats of Olde Oaks Section Five (5) 512-39-1777 of the Deed Records of Harris County, Texas and any amendments thereafter or such other restriction created by additional properties dedicated to the subdivision by the Developer.

Section 2.9 "Member"

Shall mean and refer to those persons entitled to Membership as provided in Article III, Section 1 hereof. Membership shall be strictly limited to those persons or entities defined as "Owners" stated above. Membership is not transferrable or assignable to any person or entity that would not be eligible for Membership under the provisions of these By-Laws.

Section 2.10 "Verified Mail"

Means any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier.

Section 2.11 "Majority"

The term "Majority" shall mean the total number of votes cast at an election by Owners totaling more than fifty percent (50%) or more of the total eligible votes present at the election either in person or by proxy, unless the majority requirement is otherwise established and superseded by state law.

Section 2.12 "Dedictory Instrument"

Shall mean each governing document covering the establishment, maintenance, and operation of the Association. The term includes Restrictions, or similar instruments subjecting property to restrictive covenants, By-Laws, or similar instruments governing the administration or operation of the Property Owners' Association, to properly adopted rules and regulations of the Property Owners' Association, and to all lawful amendments to the covenants, By-Laws, rules or regulations.

ARTICLE 3 MEETING OF MEMBERS

Section 3.1 Membership

Each and every Owner of a fee or fee interest in a residential lot in the properties and all additions or annexations thereto shall automatically upon becoming such an Owner, be a Member of the Association and shall remain a Member thereof until ownership ceases for any reason. At such time ownership ceases, membership in the Association shall automatically cease or membership shall remain thereof until their membership ceases as provided in these By-Laws, whichever shall occur earlier. The foregoing is not intended to include persons or entities who own an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each residential Lot and may not be separated from such ownership.

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Section 3.2 Annual Meetings

The Board of Directors shall call the annual meeting of the Members to be held on the second Wednesday of February of each year at 7:00 p.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. However, if the day fixed for the annual meeting shall be a legal holiday in the State of Texas, then the meeting shall be held on the next succeeding business day. In the event the Board of Directors fails to call an annual meeting, Chapter 209 Texas Residential Property Owners Protection Act, Section 209.014, provides remedies for Owners to call for a mandatory election. Further information is in the Appendix to these By-Laws.

Section 3.3 Special Meetings

Special meetings of the Members may be called at any time by the President or a majority of the Board of Directors, or upon written request of the Members constituting ten per cent (10%) of all the Members entitled to vote. As the Dedicatory Instruments establish 1657 lots which are eligible to vote, a petition requesting a special meeting of the Members requires one hundred sixty six (166) signatures.

Section 3.4 Notice Requirements for Member Meetings

Written notice will be required for each Annual, or Special Meeting of the Members. For an election or vote taken at a Member meeting, notice shall be mailed, postage prepaid, or delivered by a designee (s) of the Board of Directors, no later than the 10th day or earlier than the 60th day before the date of the meeting. Written notice will be given to each Owner of property in the Association. Notice shall be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, date, hour and purpose of the meeting.

For an election or vote of Members not taken at a meeting, the Association shall give notice of the election or vote to all Owners entitled to vote on any matter under consideration. The notice shall be given not later than the twentieth (20th) day before the latest date on which a ballot may be submitted to be counted.

Section 3.5 Place of Meeting

The Board of Directors may designate any place within Harris County, Texas, as the place of the meeting for any annual or special meeting called by the President, a majority of the Board of Directors, or upon written request of the Members. The Board of Directors shall, where practicable, designate such place of meeting within a reasonable distance of the subdivision. If no designation is made, the place of the meeting shall be:

**MUD #44 Building
16030 T. C. Jester Blvd.
Houston, Texas 77068**

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Section 3.6 **Membership Roll**

The Secretary of the Association shall make, before each meeting of the Members, a complete list of the Members entitled to vote at such meeting, arranged in alphabetical order or such order as requested by the Board of Directors. Such list shall be kept on file at the office of the Association and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and opened at the time and place of the Members meeting and shall be subject to the inspection by any Member during the whole time of the meeting.

Section 3.7 **Quorum**

A quorum is based on the number of lots included in the Properties of the Association, verified as 1660 per Dedicatory Instruments, and is established when one-tenth of the total lots (10% or 166 lots) is present at a meeting in any combination of the sum of Members in person and proxies presented to the Secretary for any action, except as otherwise provided in the Articles of Incorporation, Restrictions or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting from time to time without notice, other than an announcement at the meeting of the place, date and hour of the next meeting. At such subsequent meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

ARTICLE 4 MEMBER VOTING PROCEDURES

Section 4.1 **Voting Rights**

Each Owner of property within the Association has the right to vote in an Association election of the Board of Directors (Board) or on any matter concerning the rights and responsibilities of the Owner.

Each Lot (as defined herein) shall be entitled to one (1) vote and the Owner, or Owners, of such Lot shall cast such vote as a unit. When more than one person owns a fee interest in any Lot, all such persons shall be Members. The vote for any Lot in which more than one person has a fee interest shall be cast by the person or persons having a majority interest; majority interest shall be determined by square footage ownership in the lot.

The vote of any Lot owned by a husband and wife may be cast by either of them in person or by a proxy duly signed by either one of them. Similarly, the vote of any lot owned by two or more persons (not spouses) or entities may be cast by any one of the joint Owners either in person or by a proxy duly signed by any one of the joint Owners.

The vote of any Lot standing in the name of a corporation or other legal entity may be voted by such officer, agent or proxy as the By-Laws of such corporation or legal entity may prescribe. A proxy

executed on behalf of a corporation or other legal entity naming an officer, agent or proxy shall be presumed to be valid and properly executed without the necessity of a corporate resolution being submitted in connection with the proxy.

The vote of any Lot standing in the name of a trustee, administrator, executor or guardian may be voted by such trustee, administrator, executor or guardian so long as such Lot is in his possession and forms a part of the estate being serviced by him, which vote may be in person or by proxy. A proxy executed on behalf of a trust, estate or guardianship shall be presumed to be valid and properly executed without the necessity of Letters Testamentary, Letters of Administration, Letters of Guardianship, or other probate, administration, or trust documents being submitted in connection with the proxy. The Association shall be authorized to rely on the representations made in the proxy as to ownership of the Lot and/or legal authority to execute the proxy without any obligation or duty on the part of the Association or its Board to investigate the title to or ownership of the Lot applicable to the proxy, or the legal authority to execute the proxy, unless such title or ownership or legal authority is contested prior to or at the time the proxy is voted. The determination of the validity of the proxy as to the ownership of the Lot or legal authority to execute the proxy shall be vested solely in the Presiding Officer of the Annual Meeting, whose decision shall be final.

Section 4.2 Proxies

At all meetings of the Members, each Member may vote in person or by proxy executed in writing by the Member or the vote may be cast or proxy executed by the Owner's personal representative. All proxies shall be in writing and filed with the Secretary of the Association before or at the time of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her lot. No proxy shall be valid after eleven (11) months from the date of its execution. A proxy vote shall be valid for use with any type of vote or election within the Association. A vote submitted by proxy shall be superseded by any vote cast in person by the Member who tendered the proxy.

Section 4.3 Ballots and Tabulation

Secret Ballot. Voting by Members of the Association will be by secret ballot. Attending Members and proxies presented at the time of, or before, a meeting shall be verified against the membership roll to confirm the eligibility to vote, and counted for the establishment of a quorum. A Member presenting a proxy, or proxies, shall be presented with the number of ballots corresponding to the valid proxies, and have the authority to vote in proxy for those Members being represented. Members in attendance shall receive one ballot per residential lot, regardless of the number of Owners per lot, in accordance with these By-Laws.

Written Ballot. Any vote cast by a Member of the Association must be in writing and signed by the Member if the vote is cast:

- a. Outside of a meeting;
- b. In an election to fill a position on the Board;
- c. On a proposed adoption or amendment of a Dedicatory Instrument;
- d. On a proposed increase in the amount of a regular Assessment or the proposed adoption of a special Assessment; or
- e. On the proposed removal of a Board Member.

Tabulation of the Vote. Any person who is a candidate in the election, or who is otherwise the subject of an Association vote may not tabulate, or otherwise be given access to the ballots cast. Neither may the votes be tabulated by a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code. Only a person who tabulates votes, or who performs a recount of votes, may be given access to the ballots cast in an election or vote. A person who tabulates the votes may not disclose to any other person how an individual voted.

The Association must take measures to reasonably ensure that a Member cannot cast more votes than the Member is eligible to cast in an election or vote; the Association counts every vote cast by a Member that is eligible to cast a vote; and in any election for the Board, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle the observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed.

This section may not be construed to affect a person's obligation to comply with a court order for the release of ballots or other voting records.

The persons receiving the largest number of votes, for the open Director positions to be elected, shall be deemed elected to the Board of Directors. The total count of votes for each candidate on the ballot will be announced at the meeting prior to adjournment of the business meeting. A record of the total counted votes and the specific total votes for each candidate will be recorded in the official minutes of the meeting.

Section 4.4 **Recount of Votes**

Any Owner may, not later than the 15th day after the later of the date of any meeting of Owners at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes. A demand for a recount must be submitted in writing either:

- a. By verified mail or by delivery by the USPS with signature confirmation service to the Association's mailing address as shown on the current management certificate; or
- b. In person to the Association's managing agent as stated on the current management certificate; or
- c. To the address to which proxies are mailed.

If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

The required method of notification, costs, timelines, person(s) qualified to tabulate, and reimbursement requirements are described in the Texas Residential Property Owners Protection Act, Section 209.0057 Recount of Votes, as amended September 1, 2015. Also, see guidelines in the Appendix to these By-Laws.

ARTICLE 5 BOARD OF DIRECTORS NOMINATION AND ELECTION

Section 5.1 Nominating Committee

Nomination for election to the Board shall be made by a Nominating Committee. Nominations on behalf of a Member or self-nominations may also be made from the floor at the annual meeting prior to the vote.

Formation. The Nominating Committee shall consist of a Chairman who shall be a Member of the Board who is not up for re-election, and two or more Members of the Association who are not Board Members. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, 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.

Responsibilities. The Nominating Committee shall make nominations as solicited by the committee, and shall include those voluntarily presented to the Committee, for election to the Board. The Nominating Committee members, the Association's Directors and Officers shall make no endorsement of any nominee. Nominations shall not be less than the number of vacancies that are to be filled. Such nominations may be made only from among Members of the Association. The Nominating Committee shall oversee all facets of the election, to include:

- a. Create an election schedule and ensure all deadlines are met;
- b. A candidate solicitation article and the election schedule should be published in the October newsletter;
- c. Obtain candidate application and biographical information;
- d. Liaison with the newsletter editor to publish candidate information, such information may be published in the January and or February newsletter;
- e. Create the proxy document for mailing to Members of the association. Mail out of the proxies may be coordinated with the property management company;
- f. Create the election ballot for distribution at the annual meeting;
- g. Coordinate and ensure there is adequate volunteer support for the election of Directors; and,
- h. Provide supervision of the ballot boxes on election night, including the counting and tallying of the ballots.

Formal Notice to Potential Candidates. At least ten (10) days before the Association creates ballots or proxies with candidate names for the purpose of voting in a Board Member election, the Nominating Committee must ensure the Association provides formal notice to Members soliciting candidates interested in running for a position on the Board. The notice must include instructions for an eligible candidate to notify the Association's Nominating Committee of the candidates request to be placed on the ballot and the deadline to submit the request. The Association will include on each ballot for a Board Director election the name of each eligible candidate from whom the Association received a request to be placed on the ballot. The deadline for submitting the request may not be earlier than the 10th day after the date the Association provides the required notice. The notice must be:

- a. Mailed to each Owner; or
- b. Provided by:
 - 1. Posting the notice in a conspicuous manner reasonably designed to provide notice to Members
 - i. In a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
 - ii. On any Internet website maintained by the Association or other Internet media;
 - and

Sending the notice by email to each Owner who has registered an email address with the Association.

ARTICLE 6 BOARD OF DIRECTORS SELECTION AND TERM OF OFFICE

Section 6.1 Number

The business affairs of the Association shall be managed by a Board of five (5) Directors. Any Member of the Association may run for a position on the Board.

Section 6.2 Term of Office

At each annual meeting, the Members shall elect Directors pursuant to the provisions herein stated. The term of office of each Director shall be two (2) years. Two Directors shall be elected in each odd calendar year and three Directors shall be elected in each even calendar year. All Members of the Board of Directors shall be elected At-Large. Any Director whose term has expired must be re-elected by Members of the Association.

Section 6.3 Removal

Any Director may be removed from the Board, with or without cause, by a majority of the votes cast by Members of the Association. Voting procedures will follow established requirements as set forth above in these By-Laws and a quorum must be achieved as described for any election to the Board.

If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Board Member is immediately ineligible to serve on the Board of the Association, automatically considered removed from the Board, and prohibited from future service on the Board.

Any Director who ceases to be a Member of the Association shall automatically be terminated as a Director.

In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining Members of the Board. The replacement Director may be selected from a slate of candidates provided by the Nominating Committee, or an individual otherwise identified. The candidate shall be appointed by a majority vote of the remaining Directors. The successor Director shall serve for the unexpired term of his predecessor.

Section 6.4 Compensation

No Director shall receive compensation for any service they may render to the Association unless specifically employed by the Board to perform services for the Association, which said Director normally performs for compensation by virtue of education, training or specialized skills. Nothing contained herein shall be construed as preventing a Director from receiving reimbursement for actual expenses incurred on behalf of the Association.

ARTICLE 7 BOARD OF DIRECTOR MEETINGS

Section 7.1 Organizational and Regular Meetings

The first meeting of the Board of Directors following the annual meeting of the Members shall be an "Organizational Meeting" and shall be held no later than 15 calendar days after the election. The Organizational Meeting shall be an open Board meeting for purposes of allowing the Members to observe proceedings as Officers are appointed and Board Members determine who will manage various business matters of the Association.

Regular meetings of the Board may be held monthly, but must be at least quarterly, with Notice to the Members, at such place and hour as may be fixed from time to time by the Board. Regular Board meetings are business meetings of the Association. Board Members receive, review and discuss reports from the Committees and the Treasurer; make, review and vote on motions relating to business matters of the Association; consider and debate issues, problems and possible courses of action including seeking bids or approving contracts for projects; and, in general, transact the business matters of the Association. Regular meetings of the Board shall be open to all Members of the Association. At each Regular meeting there shall be an agenda provision for a segment of the meeting to allow Members an opportunity to present suggestions, raise questions, inform the Board of problems and have open discussions with the Board.

During any regular meeting, the Board has the right to adjourn to an executive session which is closed to the Members. Executive session considerations by the Board include, but are not limited to, those 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 Members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following the executive session, any decision made must be summarized orally by the Secretary, or other designated Board Member in the absence of the Secretary, and included in the minutes, in general terms, without breaching the privacy of individuals, violating any privilege, or disclosing information meant to remain confidential. The oral summary and minutes must include a general explanation of expenditures approved by the Board in executive session.

Section 7.2 Special Meetings

Special meetings of the Board are any Director meetings that occur between regularly scheduled meetings. Special meetings shall be held when called by the President of the Association, or by any three Directors, for the purpose of conducting Association business that must be concluded prior to the next regular meeting of the Board. Special meetings are to be conducted in the same open manner as Regular meetings and require Notice to Members according to requirements set forth below.

Section 7.3 Notice of Open Board Meetings

Regular and special Board meetings must be open to Owners, subject to the right of the Board to adjourn to executive session. A Board meeting means a deliberation between a quorum of the voting board of the Association during which Association business is considered and the Board takes formal action; and does not include the gathering of a quorum of the board at a social function unrelated to the business of the Association or the attendance by a quorum of the board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of association business is incidental to the social function, convention, ceremonial event, or press conference.

A Board meeting of the Association must be held in Harris County in which all of the properties are located.

Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session.

The notice shall be:

- a. Mailed to each property Owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or

- b. Provided at least 72 hours before the start of the meeting by:
- 1) Posting the notice in a conspicuous manner reasonably designed to provide notice to Association Members:
 - i. In a place located on the Association's common property or, with the property Owner's consent, on other conspicuously located privately owned property within the subdivision; or
 - ii. On any Internet website maintained by the Association or other Internet media;
- and
- 2) Sending the notice by email to each Owner who has registered an email address with the Association or its property management agent. It is an Owner's duty to keep an updated email address registered with the Association.

Section 7.4 Board Meeting Recess

If the Board recesses a Regular or Special Board Meeting to continue the following regular business day, the Board is not required to post a notice of the continued meeting if the recess is taken in good faith and not to circumvent the notice requirement. If a Regular or Special Board Meeting continued on the next regular business day and 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 above within two (2) hours after adjourning the meeting being continued.

Section 7.5 Quorum

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 7.6 Action Taken Without A Meeting

Association business requiring a vote taken outside of a regular or special Board meeting must pass with a unanimous vote of all Board Members. **The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Owners under Texas Residential Property Owners Protection Act Property Code Chapter 209.0051 Open Board Meetings, Subsection (e), if each Board Member is given a reasonable opportunity to express the Board Member's opinion to all other Board Members and to vote. 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, unless done in an open meeting for which prior notice was given to Owners under Texas Residential Property Owners Protection Act, Property Code Chapter 209.0051 Subsection (e), consider or 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 Assessments;
- 6) levying of special Assessments;
- 7) appeals from a denial of architectural control approval;
- 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;
- 9) lending or borrowing money;
- 10) the adoption or amendment of a Dedicatory Instrument;
- 11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%);
- 12) the sale or purchase of real property;
- 13) the filling of a vacancy on the Board;
- 14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- 15) the election of an Officer.

ARTICLE 8 BOARD OF DIRECTORS POWERS, DUTIES AND LIMITATIONS

Section 8.1 General Powers

The Board of Directors shall be responsible for the business affairs of the Association and shall have all the powers prescribed by law or granted herein necessary for the administration of the Association's affairs. The Directors shall at all times act in the best interest of the Association. The Board shall have the power to establish policies or resolutions relating to, and for performing or causing to be performed for the Association, the following, in way of explanation but not limitation:

- a. Setting annual fees, making Assessments, establishing the means and methods of collecting such fees and Assessments, and establishing the payment schedule for special Assessments;
- b. Opening FDIC insured bank accounts on behalf of the Association and designating the signatories required, with the stipulation that all accounts shall require the signatures of at least two (2) Directors;
- c. Establishing and maintaining a Reserve Fund, or Funds, in accounts separate and distinct from all operating or other accounts;
- d. Providing for the operation, care, upkeep and maintenance of all common areas, including entering in to contract(s) to provide for such services;

- e. Making or contracting for the repairs to or replacement of the existing assets of the Association in accordance with the other provisions of any Declaration or these By-Laws after damage or destruction by fire or other casualty;
- f. Designating, hiring, and dismissing the personnel necessary for the operation of the Association and maintenance, operation and repair, and replacement of Association property and common areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- g. Adopting and publishing rules and regulations governing use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for infractions thereof;
- h. Suspending the right of a Member to use the Common Areas and facilities during any period in which such Member shall be in default for the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infractions of published rules and regulations;
- i. Enforcing by legal means the provisions of the Restrictions, including the provisions concerning architectural control, these By-Laws, and the rules and regulations adopted by the Association and bringing any proceedings that may be instituted on behalf of or against the Members concerning the Association;
- j. Declaring the office of a Board Director to be vacant in the event such Director is absent from two (2) consecutive regular meetings of the Board of Directors; and,
- k. Hiring and contracting with a management company to support the day to day operation of the Association, at an agreed upon rate for each service contracted, and authorized by the Board of Directors.

Section 8.2 Duties

Duties assigned to the Board of Directors are the minimum standards of conduct that must be fulfilled. While certain tasks may be delegated and performed by contracted personnel, it shall be the duty of the Board of Directors to:

- a. Keep a record of each regular or special Board 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 upon the Member's written request to the Association. Such documentation shall also be made available in electronic format posted to the Association's website.
- b. Obtain and carry insurance against casualties and liabilities with policy limits, coverage and deductibles as required by law and deemed reasonable by the Board of Directors and paying the premium cost thereof;
- c. Ensure all financial accounts opened and used by the Association are FDIC insured and that

balances in such accounts are maintained within the limits of FDIC insurance at all times. Cash account balances are to be monitored closely with excess balances transferred to other financial institutions to reduce the potential of monetary loss;

- d. Maintain current signatory cards on file with each financial institution the Association has deposited funds. When opening new accounts and/or wiring significant balances, i.e. more than five thousand (\$5000) between accounts, ensure the Board Members are notified and that at least two (2) Board Members, in addition to the President and the Treasurer, have affirmed their understanding of this prior to actual movement of funds.
- e. Creating and adopting an annual operating budget for the Association.
- f. Pay the cost of all services rendered to the Association or rendered on its behalf to its Members and not chargeable directly to specific Owners;
- g. Maintain a membership register reflecting, in alphabetical order, the names, property addresses and mailing addresses of record of all Members;
- h. Make available upon request to any prospective purchaser, any Owner, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Property, for any proper purpose during normal business hours by advance appointment, copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing such Property and all other non-confidential books, records, and financial statements of the Association for a reasonable charge;
- i. 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 a majority of the Members entitled to vote;
- j. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- k. As more fully provided in the Restrictions, and in Article 12 of these By-Laws concerning remedies for non-payment of Assessments to:
 - 1. Fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period, provided that the failure of the Board to so fix the amount within said period shall not void or otherwise impair the right of the Association to collect the amount of annual Assessment so fixed;
 - 2. Send written notice of each Assessment to every Owner subject thereof at least thirty (30) days in advance of each annual Assessment period, provided that the failure of the Board to so send such written notice within said period shall not void or otherwise impair the right of the Association to collect the amount of annual Assessment so long as such notice is sent within a reasonable time;
 - 3. Foreclose the lien against any property for which Assessments are not paid or to

bring an action at law against the Owner personally obligated to pay the same, if in the sole judgment of the Board of Directors such action is necessary;

- l. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- m. Cause all officers or employees having fiscal responsibility to be bonded, if in the sole judgment of the Board of Directors such bonding shall be deemed appropriate;
- n. Cause the Common Area to be maintained, to the extent permitted by the Deed Restrictions or by provisions of the law and within the financial capabilities of the Association; and
- o. Cause the exterior of the dwellings and landscaping viewable from the public street to be maintained, to the extent permitted by the Deed Restrictions or by provisions of the law and within the financial capabilities of the Association.

Section 8.3 Financial Management and Operating Reports

The following fiscal management standards of performance shall be followed:

- a. Accrual accounting, as defined by generally accepted accounting principles, shall be used.
- b. Accounting and controls shall conform to generally accepted accounting principles.
- c. All expenditures of the Association shall be approved by the Board prior to the payment of the incurred expense as documented by an original invoice.
- d. General operating accounts and reserve fund accounts of the Association shall not be comingled.
- e. No remuneration without full disclosure and prior agreement of the Board, as contained in an approved written management contract shall be accepted by the managing agent from vendors, independent contractors, or others providing goods and services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.
- f. No remuneration without full disclosure and prior agreement of the Board, shall be accepted by Board members, Officers or Committee Chairs from vendors, independent contractors, or others providing goods and services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts (including de minimis gifts), or otherwise; anything of value received shall benefit the Association.
- g. An audit of the financial records shall be obtained annually and performed by an independent certified public accountant. The outcome of the audit shall be reported to Members during the regular Board meeting as soon as it is finalized and approved by the Board.

Any financial or other interest that any Director or the managing agent may have in any firm providing goods or services to the Association shall be fully disclosed promptly to the Board.

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board.

The Board must ensure all expenditures whether for annual operating requirements or for proposed new capital projects are limited to the community benefit defined here as being within the geographical perimeters of OOCIA, Inc. as more fully described in Article II, Section 2 of these By-Laws and the accompanying certified plats.

The Board shall ensure financial reports are prepared for the Association monthly containing:

- a. An Income Statement reflecting all income and expense activity for the preceding period on an accrual basis;
- b. A statement reflecting all cash receipts and disbursements for the preceding period;
- c. A variance report reflecting the status of all income and expense accounts in an "actual" versus "approved budget" format;
- d. A Balance Sheet as of the last day of the period; and
- e. A delinquency report listing the number of delinquent accounts at the time of the report and describing the status of any action to collect such Assessments that remain delinquent.

The details of all non-recurring expenditures shall be explained and included in the monthly report.

A final annual fiscal report shall be provided to the Members at the Annual Meeting to include:

- a. A Balance Sheet as of the fiscal year end;
- b. An Operating (Income) Statement; and,
- c. A Statement of Changes in Financial Position for the fiscal year.

Section 8.4 **Contracts and Loans**

Contracts. The Board may authorize any officer, or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. Contracts, once approved by the Board, shall be signed and dated by two (2) officers, i.e. authorized by the President, or the Vice President in the absence of the President, and by the Secretary.

All contract proposals requested by the Board for consideration must include a full disclosure of work to be performed, the type, amount and quality of materials to be used, estimated labor costs, permits required, other approvals that may be necessary to carry out the work. In addition, proposals must include an estimate of at least three (3) years ongoing operational expenditure that the community may be required to pay in support of the project under consideration.

The Association may enter into an enforceable contract with a current Association Director, a person related to a current Director within the third degree by consanguinity or affinity as determined under Chapter 573, Government Code, a company in which a current Director has a financial interest in at least fifty one percent (51%) of profits, or a company in which a person related to a current Director within the third degree of consanguinity (described above) has a financial interest in at least fifty one percent (51%) of profits only if the following conditions are satisfied:

- a. The Director, relative, or company bids on the proposed contract and the Association has received at least two (2) other bids for the contract from persons not associated with the Director, relative, or company, if reasonably available in the community;
- b. The Director:
 1. Is not given access to the other bids;
 2. Does not participate in any Board discussion regarding the contract; and
 3. Does not vote on the award of the contract;
- c. The material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Association Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Directors who do not have an interest governed by this section; and
- d. The Association Board certifies that the requirements under this section have been satisfied by a resolution approved by an affirmative vote of the majority of the Board Members who do not have an interest governed by this section.

Loans. No loans shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name, unless accompanied by the adoption of a special Assessment to fund the loan, and both items are authorized by a resolution of the Board of Directors and subsequently approved by a majority vote of the Members at a special meeting of the Members called for that purpose. Such authority may be general or confined to specific instances.

Section 8.5 Capital Reserve Account

The Board of Directors shall be responsible for maintaining the community in a state of good repair by providing for the operation, care, upkeep, and maintenance of all current and future common assets. In accomplishing this duty, the Board shall be responsible for the production and periodic updating of an evaluation, by a qualified expert (designated as a Reserve Specialist by the Community Association Institute or equivalent), of the Association's common assets and financial reserves (a Reserve Study). The Board shall ensure the Reserve Study work is fully implemented and conducted periodically at a minimum of every three (3) years.

The Board of Directors shall establish and maintain a dedicated Reserve Account that is held in a FDIC insured account apart from the Association's other funds to be used exclusively for the

maintenance, repair and end of life replacement of the Association's common assets. Any and all interest or dividends earned by this account shall be deposited and held in this Reserve Account.

Funds in the Reserve Account may not be transferred to any operating or other account or used for any purpose other than the maintenance, repair and end of life replacement of common assets as defined in the Reserve Study.

As part of the annual budget process, the Reserve Study shall be reviewed and appropriate changes made to its assumptions and budget calculations for the next fiscal year. The Board of Directors shall prepare a summary report to the Membership outlining the next year's projects. This report is to be distributed as part of the budget package submitted to Members at the Annual Meeting.

Section 8.6 Limitation: Spending Authority for Capital Expenditures

The Board shall not have the power to make or approve any expenditures and/or incur any indebtedness for any capital improvement and/or capital improvement project in which the total cost of the capital improvement or capital improvement project will exceed the sum of Fifty Thousand Dollars (\$50,000.00), unless such expenditure shall first be approved at a Meeting of the Members.

- a. Total cost shall mean the costs of each and every phase of the proposed capital improvements and/or capital improvement projects which occur in the fiscal budget year for which funding is being requested.
- b. Total cost shall include the purchase, and or construction of any such capital improvements, including the cost of the land upon which capital improvement is to be constructed, the cost of the capital improvement or facility, the cost of equipment for the facility or improvement, and the cost of any fixtures or personal property related thereto.
- c. Capital improvements/projects exceeding \$50,000.00 and spanning fiscal budget years shall require Member approval in each year in which expenditures for the project exceeds \$50,000.00.

Member approval of such capital improvement expenditure shall be by vote at a Meeting of the Members provided:

- a. The written notice required under Article 3, Section 3.4 shall state the specific purpose of the Meeting of the Members is for the consideration of capital improvement expenditures.
- b. A quorum of the Members entitled to vote, as defined in these By-Laws, either in person or by proxy, is present.
- c. Proxies are as defined in Article 4, Section 4.2.
- d. Approval of such capital improvement/project expenditure up for consideration shall be granted by a majority vote of the Members present, including proxies voted in favor of the action.

The provisions of Article 8, Section 8.6 may only be amended, altered, or repealed by the unanimous vote of the entire Board of Directors, and by majority concurrence of the Members at a regular or Special Meeting of the Members.

- a. In determining if a vote of the entire Board of Directors is unanimous, blanks, abstentions, or absences shall be counted as being opposed to the action.
- b. The term "entire Board of Directors" shall mean or refer to the total number of duly elected Directors entitled to cast votes, rather than merely the number of Directors present at the meeting. Votes of absent Directors shall be counted as negative votes, being opposed to the action.
- c. A concurrence of the Members with respect to amending, altering or repealing provisions of Article 8, Section 8.6 following a unanimous vote of the entire Board of Directors on such action, shall consist of a majority vote of the Members present at the meeting, either in person or by proxy, provided a quorum of the Members entitled to vote as defined within these By-Laws is present at said meeting.

Section 8.7 Limitation: Access to Owner's Property Easements

The Association may not amend a Dedicatory Instrument to grant the Association an easement through or over an Owner's lot without the consent of the Owner. This does not prohibit the Association from adopting or enforcing a restriction in a Dedicatory Instrument that allows the Association to access an Owner's lot to remedy a violation of the Dedicatory Instrument.

Section 8.8 Limitation: Regulation of Land Use

In this section:

- "Adjacent lot" means a lot that is contiguous to another lot that fronts on the same street; with respect to a corner lot, a lot that is contiguous to the corner lot by either a side property line or a back property line; or if permitted by the dedicatory instrument, any lot that is contiguous to another lot at the back property line.
- "Residential purpose" with respect to the use of a lot means the location on the lot of any building, structure, or other improvement customarily appurtenant to a residence, as opposed to use for a business or commercial purpose; and includes the location on the lot of a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, swimming pool, and utility line.

Except as provided by this section, a property owners' Association may not adopt or enforce a provision in a Dedicatory Instrument that prohibits or restricts the Owner of a lot on which a residence is located from using for residential purposes an adjacent lot owned by the property Owner.

An Owner must obtain the approval of the property owners' Association or, if applicable, an Architectural Committee established by the Association or the Association's Dedicatory Instruments, based on criteria prescribed by the Dedicatory Instruments specific to the use of a Lot for residential purposes, including reasonable restrictions regarding size, location, shielding, and aesthetics of the residential purpose, before the Owner begins the construction, placement, or erection of a building, structure, or other improvement for the residential purpose on an adjacent lot.

An Owner who elects to use an adjacent lot for residential purposes under this section shall, on the sale or transfer of the lot containing the residence:

- a. Include the adjacent lot in the sales agreement and transfer the Lot to the new Owner under the same dedicatory conditions; or
- b. Restore the adjacent Lot to the original condition before the addition of the improvements allowed under this section to the extent that the lot would again be suitable for the construction of a separate residence as originally platted and provided for in the conveyance to the Owner.

An Owner may sell the adjacent lot separately only for the purpose of the construction of a new residence that complies with existing requirements in the Dedicatory Instrument unless the lot has been restored.

Section 8.9 Limitation: Regulation of Leases or Rental Agreements

In this section, "sensitive personal information" means an individual's:

- social security number;
- driver's license number;
- government-issued identification number; or
- account, credit card, or debit card number.

A property owners' Association may not adopt or enforce a provision in a Dedicatory Instrument that:

- a. requires a lease or rental applicant or a tenant to be submitted to and approved for tenancy by the property owners' Association; or
- b. requires the following information to be submitted to a property owners' Association regarding a lease or rental applicant or current tenant:
 1. a consumer or credit report; or
 2. a lease or rental application submitted by the applicant, tenant, or that person's agent to the property Owner or property Owner's agent when applying for tenancy.

If a copy of the lease or rental agreement is required by the property Owners' association, any sensitive personal information must be redacted or otherwise made unreadable or indecipherable.

Except as provided in (b) herein, nothing shall be construed to prohibit the adoption or enforcement of a provision in a dedicatory instrument establishing a restriction relating to occupancy or leasing.

ARTICLE 9 OFFICERS AND THEIR DUTIES

Section 9.1 Enumeration of Offices

The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, in addition the Board may appoint a Secretary, a Treasurer, an Assistant Secretary, an Assistant Treasurer and such other officers as the Board, from time to time, by resolution, create.

Section 9.2 Election of Officers

The election of officers shall take place at the organizational meeting of the Board of Directors following each annual meeting of the Members.

Section 9.3 Term

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 9.4 Special Appointments/Multiple Offices

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of Special Offices created.

Section 9.5 Resignation, Vacancy and Removal

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

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

Section 9.5 Duties of the Association Officers

The duties of the officers are as follows:

President

The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the activities and affairs of the Association. The President shall, when present, preside at all meetings of the Members and of the Board and shall see that orders and resolutions of the Board are carried out; may sign all leases, mortgages, deeds, contracts, bonds, notes and other written instruments which the Board has authorized to be executed and may co-sign all checks and promissory notes which the Board has authorized to be signed. In general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time or as may be authorized by the Texas Non-Profit Corporation Act.

Vice President

In the absence of the President, or in the event of the President's death, inability or refusal to act, or his removal, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all of the powers of and be subjected to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members in accordance with these by-laws or as required by law; keep appropriate records showing the Members of the Association together with their addresses; be custodian of the corporate records of the Association, sign with the President or Vice President any instrument authorized by resolution of the Board; and, in general, perform such other duties incident to the office of Secretary and such other duties as from time to time may be assigned to the secretary by the President or as required by the Board.

Treasurer

The Treasurer shall, subject to the provisions hereinafter stated, receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause a report of the Association's books to be made by an accountant at the end of each fiscal year; and shall ensure the preparation of an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting. Copies of these documents shall be available to the Members on the community website or provided by email upon request of a Member. If required by the Board, the Treasurer shall give a bond for the faithful discharge of duties in such sum and with such surety or sureties as the Board determines.

Assistant Secretary/Assistant Treasurer

The Board may appoint one or more Assistant Treasurers and/or Assistant Secretaries, who, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, as the case may be, or by the President or the Board.

ARTICLE 10 COMMITTEES APPOINTED BY THE BOARD

The Association shall appoint an Architectural Control Committee, as provided in the Restrictions, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint other committees deemed appropriate in carrying out its business purposes. Such committees created in the Deed Restrictions, By-Laws or by the Board shall have and carry out such duties as specified in the Deed Restrictions or By-Laws or as the Board may designate in the case of Committees created by the Board.

Members of the Committees shall be appointed by the Board, for the purpose of making recommendations to the Board for decision and action. Each Committee shall have such meetings as are necessary to carry out the functions designated by the Board. Unless otherwise provided in the document creating the committee, a majority of the Committee members present at a meeting of the committee shall be sufficient to act on behalf of the Committee. All Committees shall maintain adequate records of their meetings, and each Committee Chairman shall be charged with the responsibility of submitting an annual report to the President not less than thirty days before the expiration of the term of office of the President.

ARTICLE 11 BOOKS AND RECORDS

Section 11.1 Management Certificate

The Association shall record in Harris County a management certificate, signed and acknowledged by an officer or the managing agent of the Association, stating:

- a. The name of the subdivision;
- b. The name of the Association;
- c. The recording data for the subdivision;
- d. The recording data for the declaration;
- e. The name and mailing address of the Association;
- f. The name and mailing address of the person managing the Association; and
- g. Other information the Association considers appropriate.

The Association shall record an amended management certificate not later than the 30th day after the date the Association has notice of a change in any information in the recorded management certificate. The Association and its Board Directors, officers, and agents are not subject to any liability to any person for a delay in recording or failure to record a management certificate, unless the delay or failure is willful or caused by gross negligence.

If the Association fails to record a management certificate or an amended certificate, the purchaser, lender, or title insurance company or its agent in a transaction involving property in the Association, is not liable to the Association for any amount due to the Association on the date of a transfer to a bona fide purchaser; and any debt to or claim of the Association that accrued prior to the date of transfer to a bona fide purchaser. In addition, if the Association fails to file a certificate or an amended certificate, a lien due on the effective date of a transfer to a bona fide purchaser is enforceable only for an amount incurred after the effective date of sale.

Section 11.2 Document Retention

The Association shall adopt and comply with a document retention policy that includes, at a minimum the following requirements:

- a. **Certificates of formation, By-Laws, restrictive covenants, and all amendments to the certificates of formation, By-Laws, and covenants shall be retained permanently;**
- b. **Financial books and records shall be retained for seven years;**
- c. **Account records of current Owners shall be retained for five years;**
- d. **Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;**
- e. Minutes of the meetings of the Owners and the board shall be retained for seven years; and
- f. Tax returns and audit records shall be retained for seven years.

Section 11.3 Document Access

The Association shall make the books and records of the association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in writing and signed by the Owner as the Owner's agent, attorney or certified public accountant. An Owner is entitled to obtain from the Association copies of information contained in the books and records.

Except as otherwise stated, an attorney's files and records relating to the Association, excluding invoices requested by an Owner, are not records of the Association and are not subject to inspection by the Owner or production in a legal proceeding. If a document in an attorney's files and records of an Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This section does not require production of a document that constitutes attorney work product or that is privileged as an attorney client communication.

The Association shall create and maintain a records request, production and copying policy that prescribes how to submit a request for Association documents, the costs the Association will charge for the compilation, reproduction, and mailing of the information requested. This policy shall be recorded as a dedicatory instrument and included in the Appendix to the By-Laws.

ARTICLE 12 NON-PAYMENT OF ASSESSMENTS AND OTHER ENFORCEMENT ACTIONS

As stated more fully in the Restrictions, each Member is obligated to pay to the Association the regular and/or special Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid by the due date set forth in the Deed Restrictions, the Assessment may bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of Common Area or abandonment of his Lot.

In addition to the above, and without waiving any remedies contained therein, the Board of Directors may suspend the right of a Member to have garbage collected or, to receive any services for which there is a special Assessment during any period in which such Member shall be in default in the payment of any garbage collection fees or any special service fees levied by the Association.

Section 12.1 Notice Required Before Enforcement Action

Before the Association may suspend an Owner's right to use a common area, file a suit against an Owner other than a suit to collect a regular or special Assessment or foreclose under an association's lien, charge an Owner for property damage, or levy a fine for violation of the restrictions or By-Laws or rules of the Association, the Association or its agent must give written notice to the Owner by certified mail. The notice must:

- a. Describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
- b. Inform the Owner that the Owner:
 1. is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;
 2. may request a hearing on or before the 30th day after the date the notice was mailed to the Owner; and
 3. may have special rights or relief related to the enforcement action under federal law, including Service Members Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;
- c. Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and
- d. Be sent by verified mail to the Owner at the Owner's last known address as shown on the Association records.

If the Owner cures the violation before the expiration period described in the notice, a fine may not be assessed for the violation. The date specified in the notice must provide a reasonable period (30 days) to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety. A violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident. The following are examples of curable acts:

- A parking violation;
- A maintenance violation;
- The failure to construct improvements or modifications in accordance with approved plans and specifications; and,
- An ongoing noise violation such as a barking dog.

Notice, as described above, is not required and does not apply to a violation for which the Owner has been previously given notice under this section and the opportunity to exercise any rights available in the preceding six (6) months.

A violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered adequate remedy. For example, the following are acts considered incurable:

- Shooting fireworks;
- An act constituting a threat to health or safety;
- A noise violation that is not ongoing;
- Property damage, including the removal or alteration of landscape; and
- Holding a garage sale or other event prohibited by a dedicatory instrument.

Section 12.2 Alternative Payment Schedule for Certain Assessments

The Association has adopted reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent regular or special Assessments or any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

The minimum term offered by the Association is three (3) months. The Association is not required to allow a payment plan for any amount that extends for more than eighteen (18) months from the date of the Owner's request for a payment plan. The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two years following the Owner's default under the previous payment plan. The Association is not required to make a payment plan available to an Owner after the period of cure described above expires. The Association is not required to allow an Owner to enter into a payment plan more than

once in any 12 month period. See the guidelines for alternative payment schedules in the Appendix to these By-Laws.

Section 12.3 Priority of Applied Payments

A payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority:

- a. Any delinquent Assessment;
- b. Any current Assessment;
- c. Any attorney's fees or third party collection costs incurred by the Association solely associated with the Assessments or any other charge that could provide the basis for foreclosure;
- d. Any attorney's fees incurred by the Association that are not included in (c) above;
- e. Any fines assessed by the Association; and
- f. Any other amount owed to the Association.

If, at the time the Association receives a payment from the Owner, the Owner is in default under a payment plan entered into with the Association:

- a. The Association is not required to apply the payment in the order of priority specified above; and
- b. In applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

Section 12.4 Third Party Collections

The Association may not hold an Owner liable for fees of a collection agent retained by the Association unless the Association first provides written notice to the Owner by certified mail that:

- a. Specifies each delinquent amount and the total amount of the payment required to make the account current;
- b. If the Association allows a payment plan, the notice must describe the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and
- c. Provides a period of at least 30 days for the Owner to cure the delinquency before further collection action is taken.

An Owner is not liable for fees of a collection agent retained by the Association if:

- a. The obligation for payment by the Association to the collection agent for fees or costs associated with a collection action is in any way dependent or contingent on amounts recovered; or

- b. The payment agreement between the Association and the collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent.

The agreement between the Association and the collection agent may not prohibit the Owner from contacting the Association's Board or the managing agent regarding the Owner's delinquency. The Association may not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan.

Section 12.5 Alternative Dispute Resolution: Board Hearing

If the Owner is entitled to an opportunity to cure a violation, the Owner has a right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if a committee has not been appointed. If the hearing is held before a committee, the notice described above in Third Party Collections must state that the Owner has a right to appeal the committee's decision to the Board by written notice to the Board.

The Association shall hold a hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

The notice and hearing requirements of this section do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter in which this section applies, a party to the suit may file a motion to compel mediation. The hearing and notice provisions herein do not apply to a temporary suspension of an Owner's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures described in this section. An Owner or the Association may use alternative dispute resolution services.

Section 12.6 Attorney's Fees

The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing Restrictions or the By-Laws or rules of the Association only if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain.

An Owner is not liable for attorney's fees incurred by the Association relating to a matter described by the notice as described above if the attorney's fees are incurred before the conclusion of the hearing under Section 12.5 above or, if the Owner does not request a hearing under that section, before the date by which the Owner must request a hearing. The Owner's presence is not required to hold a hearing as described above.

All attorney's fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association or its managing agent. Only Members of the Association's Board or its managing agent or employees of its managing agent may be signatories on the account.

On written request from the Owner, the association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the association seeks reimbursement of fees and costs. The notice provisions related to attorney fees do not apply to a counterclaim of an Association in a lawsuit brought against the Association by a property Owner.

If the dedicatory instrument or restrictions of an Association allow for nonjudicial foreclosure, the amount of attorney's fees that a property owners' Association may include in a nonjudicial foreclosure sale for an indebtedness covered by a property owners' Association Assessment lien is limited to the greater of:

- a. one-third of the amount of all actual costs and Assessments, excluding attorney's fees, plus interest and court costs, if those amounts are permitted to be included by law or by the restrictive covenants governing the property; or
- b. \$2,500.

This limitation for nonjudicial foreclosure attorney fees does not prevent the Association from recovering or collecting attorney's fees in excess of the amounts prescribed here by other means provided by law.

ARTICLE 13 FORECLOSURE PROCEEDINGS

A provision granting a right to foreclose a lien on real property for unpaid amounts due to the Association may be removed from a dedicatory instrument or adopted in a dedicatory instrument by a vote of at least 67 percent of the total votes allocated to property owners in the Association. Owners holding at least ten percent (10%) of all voting interests in the property owners' Association may petition the Association and require a special meeting to be called for the purposes of taking a vote for this purpose.

The Association may not foreclose a property owners' Association Assessment lien if the debt securing the lien consists solely of fines assessed by the Association; attorney's fees incurred by the Association solely associated with fines assessed by the Association; or amounts added to the Owner's account as an Assessment for election recount costs or costs to copy records.

Section 13.1 Prerequisites to Foreclosure

The Association may not file an application for an expedited court order authorizing foreclosure of the Association's Assessment lien or a petition for judicial foreclosure of the Association's Assessment lien unless the Association has:

- a. provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and
- b. provided the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the Association mails the notice described herein.

Notice under this section must be sent by certified mail to the address for the lienholder shown in the deed records relating to the property that is subject to the Association Assessment lien. Notwithstanding any other law, notice under this section may be provided to any holder of a lien of record on the property.

Section 13.2 Judicial Foreclosure Required

The Association may not foreclose a property owners' Association Assessment lien unless the Association first obtains a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court. The Association may use the procedure described herein to foreclose any lien described by the Association's Dedicatory Instruments. The Association's Dedicatory Instruments grant a right of foreclosure and is therefore considered to have any power of sale required by law as a condition of using the procedure described here.

Expedited foreclosure is not required under this section if the Owner of the property that is subject to foreclosure agrees in writing at the time the foreclosure is sought to waive expedited foreclosure under this section. A waiver may not be required as a condition of the transfer of title to real property.

The Association may in its discretion elect not to use expedited foreclosure procedures and instead foreclose the Association's Assessment lien under court judgment foreclosing the lien and ordering the sale, pursuant to Rules 309 and 646a, Texas Rules of Civil Procedure.

Section 13.3 Notice After Foreclosure Sale/Right of Redemption

If the Association conducts a foreclosure sale of an Owner's lot, the Association must send to the lot Owner and to each lienholder of record, not later than the 30th day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the lot Owner and each lienholder of record of the right of the lot Owner and lienholder to redeem the property. The notice must be sent by certified mail, return receipt requested, to:

- a. the lot Owner's last known mailing address, as reflected in the records of the property Owners' association;
- b. the address of each holder of a lien on the property subject to foreclosure evidenced by

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the most recent deed of trust filed of record in the real property records of the county in which the property is located; and

- c. the address of each transferee or assignee of a deed of trust who has provided notice to the Association of such assignment or transfer.

Notice provided by a transferee or assignee to the Association shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt requested, or United States mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent management certificate filed.

If a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided by this section. For purposes of this section, the lot Owner is deemed to have given approval for the Association to notify the lienholder.

Not later than the 30th day after the date the Association sends the notice required herein, the Association must record an affidavit in the real property records of the county in which the lot is located, stating the date on which the notice was sent and containing a legal description of the lot. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this section also apply to the sale of an Owner's lot by a sheriff or constable conducted as provided by a judgment obtained by the Association.

The Association or other person who purchases occupied property at a sale foreclosing a property Owners' Association's Assessment lien must commence and prosecute a forcible entry and detainer action under Chapter 24 to recover possession of the property. The Owner of property in a residential subdivision or a lienholder of record may redeem the property from any purchaser at a sale foreclosing an Association's Assessment lien not later than the 180th day after the date the association mails written notice of the sale to the Owner and the lienholder. A lienholder of record may not redeem the property as provided herein before 90 days after the date the Association mails written notice of the sale to the lot Owner and the lienholder, and only if the lot Owner has not previously redeemed.

A person who purchases property at a sale foreclosing a property Owners' association's Assessment lien may not transfer Ownership of the property to a person other than a redeeming lot Owner during the redemption period. Further information related to procedures required to redeem foreclosed property is in the Appendix to these By-Laws.

ARTICLE 14 INDEMNIFICATION

Each Director, Officer, or Committee Member of the Association shall be indemnified against the actual amount of loss, including, but not limited to, counsel or attorney fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his

being or having been a Director, Officer, or Committee Member of the Association, except as to matters as to which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct.

ARTICLE 15 AMENDMENTS AND CONFLICT CONTROL

Section 15.1 Amendments

These By-Laws may be amended at a regular or special meeting of the Members, by a majority of the Members once a quorum of votes has been certified as present, either in person or by proxy. Majority shall mean more than fifty percent (50%), the same as stated herein by definition. These By-Laws may not be amended to conflict with the Restrictions. These By-Laws shall be reviewed bi-annually to ensure compliance with State law.

Section 15.2 Conflict Control

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control. In the event of a conflict between the By-Laws, and the Property Code, the Code shall control.

ARTICLE 16 FISCAL YEAR

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

ARTICLE 17 RESTRICTIVE COVENANTS

The restrictive covenants set forth in those instruments specified in Article II, Section 8 shall be and are binding upon the Members of the Association. The power to enforce the deed restrictions shall be vested in the Board of Directors of the Association.

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IN WITNESS WHEREOF, WE, being all of the Directors of OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC., have here unto set our hands

[Handwritten Signature]

Director
[Handwritten Signature]

Director
[Handwritten Signature]

Director
[Handwritten Signature]

Director

OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC.

[Handwritten Signature]

President

ATTEST:

.....
Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

CERTIFICATION OF ADOPTION OF AMENDMENTS

I/the undersigned Secretary of OLDE OAKS COMMUNITY IMPROVEMENT ASSOCIATION, INC., do here by certify that a quorum of the Members of said Association were present at the Annual Meeting of said Association held on the 8th day of February, 2017.

I further certify that notice was properly given to the Members as to the amendment of said By-Laws.

I further certify that a majority of the Members voting, either in person or by proxy, duly approved and adopted said amendments to the By-Laws in their entirety and that said amendment was the duly authorized act of said Association. I further certify that said Amendment to the By-Laws were effective as of the 8th day of February, 2017 immediately at the time of enactment at the Annual Meeting.

SIGNED AND ATTESTED TO THIS / _____ DAY OF FEBRUARY, 2017 A.D.

[Handwritten Signature] June 15th 2017

SECRETARY

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Pages 43
07/17/2017 01:21 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$180.00

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

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