

Richard C. Sizer
Mark S. Williams
Mark S. Williams

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BY-LAWS OF SPRING MANOR CONDOMINIUMS

SIXER-WILLIAMS COMPANY, a partnership composed of RICHARD C. SIXER, JOHN K. WILLIAMS and MARTIN WILSON, the Developer, named in the attached and foregoing Enabling Declaration (and hereinafter called Developer), being the sole owner in fee simple of the project property submitted to the provisions of the Condominium Act of the State of Texas (hereinafter called the Act); for establishment of a condominium apartment project or regime, to be known as "SPRING MANOR TOWNHOUSES", as more particularly defined, described and provided for in said attached Enabling Declaration (hereinafter called the Declaration), does hereby adopt the following By-Laws which shall govern the administration of such condominium regime as provided for and in compliance with said Act.

ARTICLE I - NAME.

This condominium apartment project and the condominium regime established under the foregoing attached Declaration, shall be known as "SPRING MANOR TOWNHOUSES".

ARTICLE II - ADMINISTRATIVE BODY.

1. Council of Co-owners. - Each owner of an apartment unit in SPRING MANOR TOWNHOUSES, including Developer, shall automatically be a member of the "Council of Co-owners" (hereinafter called the Council) which shall be the governing and administrative body for all unit owners, for the protection, preservation, upkeep, maintenance, repair and replacement of the common elements, and the government, operation and administration of the condominium regime established by said Declaration, and shall remain a member thereof until such time as his ownership ceases for any reason. Upon any transfer of ownership of any apartment unit, however accomplished, the new unit owner acquiring or succeeding to such ownership interest shall likewise automatically succeed to such membership in the Council.

2. Annual Meetings. - The first meeting of the Council shall be on such date and at such time and place as shall be specified in a notice which Developer shall give to each unit owner upon termination of the temporary administration by Developer as provided for in paragraph 18 of the Declaration. Thereafter annual meetings shall be held on such dates as the Board of Administration, or its representative, shall annually determine, or on such dates as the Council may decide upon at any annual meeting. At any meeting the Council may transact any business which may be properly brought before the meeting, the members of the Council may be represented thereat in person or by proxy.

3. Special Meetings. - Special meetings of the Council may be called by RICHARD C. SIXER, JOHN K. WILLIAMS or MARTIN WILSON, as acting partner or partners or by a majority of the members of the Board of Administration, or by unit owners having at least 5% of the votes entitled to be cast at such meeting. Notices of special meetings shall be in writing and may be mailed or personally delivered, and each notice shall state at the time, date, place and purpose of the meeting, and only such stated business shall be transacted at such meeting unless unit owners representing 25 or more votes consent to the transaction of other business.

4. Votes. - The aggregate number of votes for all unit owners shall be 49, which shall be divided among the respective unit owners, including Developer, in such manner that each apartment unit shall have and represent a vote at all meetings of the Council equal to the fractional ownership interest of each unit in and to the common elements. If two or more persons shall jointly own an

apartment unit, the vote allocated to such apartment shall be exercised by the person or persons who in the aggregate own more than a one-half (1/2) interest in such apartment unit. If any person, including Developer, shall own more than one apartment unit then his representation for voting purposes shall be such that he may exercise rights allocated to each apartment owned by him. Votes at any meeting, regular, annual or special, may be cast in person or by proxy. The Developer, through any officer or representative, may cast the votes allocated to the apartments owned by it.

5. Quorum. - A quorum of unit owners for any meeting shall be constituted by unit owners represented at such meeting in person and by proxy and holding at least 25 votes. If a quorum is lacking at any meeting, such meeting may be adjourned by a majority of the unit owners present, either in person or by proxy, to the same hour of a date not less than 5 days nor more than 20 days from the date on which such meeting was to have originally been held, and at any such adjourned meeting a quorum shall be constituted by unit owners present in person or by proxy and holding at least 20 votes. No new notice of such adjourned meeting need be given if it is to be held at the same place of the originally scheduled meeting.

6. Definitions. - As used in these By-Laws and in said Declaration, unless the context otherwise requires:
(1) "Unit Owner" or similar expression shall mean the person or persons whose estates or interests, individually, jointly or collectively, aggregate fee simple ownership of an apartment unit.
(2) "Majority Vote" or similar expression shall mean a simple majority, that is more than one-half (1/2) of the votes cast at any meeting.
(3) "Majority of unit owners" or similar expressions shall mean the unit owner or owners, who individually or collectively own more than one-half (1/2) of the common elements of this condominium project.

7. Order of Business. - The order of business at all meetings of the Council shall be as determined by the presiding officer or by majority vote of the meeting.

ARTICLE III - BOARD OF ADMINISTRATION.

1. Composition. - At the first meeting of the Council, it shall elect a Board of Administration (hereinafter called the "Board"), which shall be composed of 5 members, at least 3 of whom shall be persons owning or having an ownership interest in an apartment unit. If the owner of any apartment unit is a corporation, partnership, trust or other legal entity capable of holding title to real property, then any officer, director, partner or beneficiary of such unit owner shall be deemed to be a unit owner for the purpose of qualifying and serving as a Board Member.

2. Term of Office. - At the first meeting of the Council at which Board Members are elected, the term of office of 3 members shall be fixed for two years, and the term of office of 2 members shall be fixed for one year. At the expiration of the initial term of office of each respective Board Member, his successors shall be elected to serve a term of two years. The Board Members shall hold office for their respective terms and until their successors have been elected and hold their first meetings, and they shall serve without pay or compensation for their services as a Board Member.

3. Duties and Authority. - The Board shall manage and administer the affairs of the Council and shall have all such duties, rights, powers and authority given to it by the Act, the Declaration or By-Laws, in addition to the

following:

- (a) To elect officers of the Council as herein after provided.
- (b) To administer the affairs of the Council and the common elements of the project property.
- (c) To keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the project building, and its administration and specifying the maintenance and repair expenses of the common elements. Both the books and vouchers accrediting the entries made thereon shall be available for examination for all the co-owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedure and be audited at least once a year by an auditor outside of the organization, as provided by the Act.
- (d) To engage the services of a manager or managing agent who shall manage and operate the Common Elements for all of the unit owners, upon such terms and authority compensation, and with such specific duties and authority as the Board may approve or as may be specified in the contract of employment executed by the Board in behalf of all unit owners. The compensation paid to the managing agent shall be part of the common expenses.
- (e) To formulate and enforce policies for the administration, management and operation of the common elements, without depriving any unit owner or other person of the rights and/or privileges given to him by the act or the Declaration in respect to the common elements.
- (f) To provide for the maintenance, repair, upkeep, protection, and replacement of the common elements, and insurance for the project property, and to approve payment vouchers and make payments therefor.
- (g) To delegate any of its duties, powers and authority to the manager or managing agent employed by the Board.
- (h) To adopt an annual budget for the estimated common expenses each year, and to provide in the manner of assessing and collecting from the unit owners their respective pro-rata shares of such estimated common expenses, as herein after provided.
- (i) To provide for the designation, hiring and removal of employees and other personnel, including bookkeepers and accountants, and to engage or contract for the services of others, and in general to make purchases of labor, material and/or services for the maintenance, upkeep, repair, replacement administration, management and operation of the common elements.
- (j) In general, the Board shall have all such duties, rights and authority to do all such acts and things as are not by the Act, Declaration or in these By-Laws directed to be done

or exercised exclusively by the unit owners or Council which shall be necessary or reasonably required for the successful and orderly administration, management and operation of the condominium regime established by the Declaration to which these By-Laws pertain.

4. Vacancies. - Vacancies in the Board caused by any reason other than the removal of a Board Member by vote of the Council shall be filled for the unexpired term by vote of the majority of the remaining Board Members, even though they may constitute less than a quorum; and each person so elected shall be a Board Member until a successor is elected at the next annual meeting of the Council or special meeting called for that purpose.

5. Resignation. - Any member of the Board may resign at any time by giving written notice of resignation to the President or any other officer of the Council.

6. Automatic Resignation and Removal. - Whenever any members of the Board who was the owner of an apartment unit or interest therein at the time of his election or appointment to the Board shall sell or otherwise dispose of or voluntarily or involuntarily cease to be the owner of such apartment unit or interest therein, then upon such termination of his ownership interest in such apartment unit, such member shall automatically be deemed to have effectively resigned from the Board and then shall automatically be removed therefrom.

7. Removal by Council. - At any regular or annual meeting or at any special meeting called for that purpose, the Council may by majority vote remove any one or more members of the Board, with or without cause, provided that a successor or successors shall then and there be elected to fill the vacancy or vacancies thus created, for the unexpired term of the Board Member or Members removed. Any Board Member whose removal has been proposed shall be given an opportunity to be heard at such meeting.

8. Organizational Meeting. - The first meeting of the newly elected Board shall be held within 10 days of election at such place as they shall fix at the meeting at which they were elected, and no notice shall be necessary to the newly elected Members in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings. - Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board Members, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Member personally or by mail, telephone or telegraph, at least three days prior to the date designated for such meeting.

10. Special Meetings. - Special meetings of the Board may be called by the President of the Council on three days' notice to be given as in the case of regular meetings, stating the time, date, place and purpose of the meeting. Special meetings shall be called by the President in like manner and on like notice on the written request of at least two Board Members.

11. Waiver of Notice. - Before or at any meeting of the Board any member may verbally or in writing waive notice of the time, date, place and purpose of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall be deemed as a waiver of the required notice of such meeting. If all the Members of the Board are present at any meeting, no notice thereof shall be required and any business may be transacted at such meeting.

12. Quorum. - At all meetings of the Board a majority of the members shall constitute a quorum for the transaction of business, and the acts and decisions of the majority of Board Members present at any meeting at which a quorum is present shall be the acts of the entire Board.

ARTICLE IV. - OFFICERS.

1. Designation. - The principal officers of the Council shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer; and the office of Secretary and Treasurer may be held at the same time by the same person. The Board may appoint an assistant Secretary and assistant Treasurer and such other officers as in their judgment may be necessary.

2. Election of Officers. - The officers of the Council shall be elected annually by the Board at the organizational meeting of each new Board and they shall hold office as the pleasure of the Board.

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

4. President. - The President shall also be a member of the Board, he shall be the chief executive officer of the Council and shall preside over meetings of the Board and of the Council. He shall have all the general powers and duties which are usually vested in the office of the President of an organization, including, but not limited to, the power to appoint committees for various purposes as he shall deem appropriate.

5. Vice-President. - The Vice-President shall take the place of the President and perform all his duties whenever the President is absent or unable to act, and if the Vice-President is not a member of the Board, he nevertheless shall for all intents and purposes be considered a member of the Board when performing the duties and functions of the office of President.

6. Secretary. - The Secretary shall also be a member of the Board and shall keep the minutes of all meetings of the Board and all meetings of the Council. He shall in general perform all the duties incident to the office of Secretary. The Secretary may be the managing agent or a representative of the managing agent.

7. Treasurer. - The Treasurer shall also be a member of the Board and shall have responsibility for the Council funds and securities and shall be responsible for keeping the financial records and books of account.

8. Vacancies. - Vacancies in any office may be filled by the Board at any meeting thereof.

9. Compensation. - The officers shall receive no compensation for their services as such, except that if the managing agent holds any office he may be paid for his services as managing agent, including performance of the duties of his office.

ARTICLE V. - ASSESSMENTS.

1. Budget.

(a) The Board shall prepare or cause to be prepared an estimated annual budget for each fiscal year of the Council which shall take into account and provide for the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, water service, power

and other common utilities, management fees and other common expenses, and also a reserve for contingencies for the year and a reserve for replacements of the common elements in reasonable amounts as fixed by the Board. Any surplus or deficit in regard to previous budgets shall also be considered.

(b) The estimated annual budget for each year shall be approved by the Board, and copies thereof shall be furnished to each unit owner not later than 90 days after the beginning of each fiscal year. Unless the Board otherwise determines, each fiscal year shall be from the first day of January of each calendar year, beginning January 1, 1957, to the last day of December of the succeeding calendar year. The Board may designate a different fiscal year as its pleasure.

2. Obligation of Unit Owners. - On or before the first day of the first month, and of each succeeding month of the fiscal year covered by the annual budget the owner of each apartment unit shall pay to the managing agent or the Board, or such person as the Board may designate, as his respective monthly assessment for the common expenses, one-twelfth of his proportionate share of the common expenses for such fiscal year as estimated and shown by such annual budget. Such proportionate share for each unit owner shall be in the ratio of his respective ownership interest in the common elements as set out in the Declaration. The managing agent, Board or other person authorized to collect and receive such monthly assessments shall receive and hold the same in trust as trustee for each unit owner and shall use, disburse, pay and expend the same for the purposes authorized by said Act, the Declaration, By-Laws or resolution of the Council, for the benefit of the unit owners. Such assessments so collected and held in trust may be known as a "maintenance fund".

3. Statements. - The managing agent or Board or other person authorized to collect such monthly assessments may send or cause a statement to be sent to each unit owner each month for his respective monthly assessment, but the failure to send or receive any such statement for any month shall not relieve the obligation or excuse the failure to pay such assessment or any part thereof. In the event the Board shall not approve an estimated budget for a new fiscal year and notifies each unit owner of such, each unit owner shall continue to pay each month the amount of his monthly assessment as last determined.

4. Supplemental Budget. - In the event it shall appear to the Board that the estimated annual budget for any fiscal year shall be inadequate to cover the estimated common expenses of any nature, including special assessments lawfully agreed to by the Council or unit owners in accordance with the provisions of the Act, Declaration or these By-Laws, then the Board shall prepare or cause to be prepared a supplemental estimated budget to cover the estimated deficiency for the remainder of the fiscal year, and the owner of each apartment unit shall pay his pro-rata part thereof in the ratio of his ownership interest in the common elements as hereinabove provided.

5. Capital Expenditures. - Contractors. The Board shall not approve capital expenditures for new improvements on any part of the common elements, excluding repair or replacement of existing improvements, in excess of One Thousand Five Hundred And No/100 Dollars (\$1,500.00), nor enter into contracts for more than three years, without the approval of unit owners who in the aggregate own more than 50% of the common elements.

6. Assessments During Period of Temporary Adjudication. - No budget or estimated budget as such for the common expenses shall be prepared or adopted during the limited period of the Temporary Administration, as provided or in the attached Declaration; however, for and during this limited period of Temporary Administration, there shall be assessed against each apartment unit and the owner thereof, and each such owner agrees to pay, each month his fractional pro-rata share of the common expenses actually incurred or estimated by the

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Temporary Administrator or the temporary managing agent each month for the maintenance, repair, upkeep, replacement and other services to the common elements, as well as for insurance, water, power and other common utilities, or services and all other common expenses for the operation, administration, or maintenance and management of this condominium project, as shall be shown by a statement which the temporary administrator or managing agent shall send to each unit owner each month, and each such statement shall constitute an assessment for common expenses against each apartment unit and the owner thereof for its said pro-rata share of such common expenses. Each unit owner shall and agrees to pay the amount of his assessment each month to the Developer, as Temporary Administrator, or to the temporary managing agent, within fifteen days from the date each statement is sent. Such statements may be mailed or personally delivered to each apartment unit. Each assessment thus made shall constitute a lien against each apartment unit for its pro-rata share, thereof in the same manner and to the same extent as the lien provided for in the Declaration to secure the payment of assessments for common expenses.

Upon termination of the temporary administration by Developer, as provided for in the Declaration, it shall be the duty of the first Board of Administration to be elected by the Council, and their successors, to prepare or cause to be prepared and approve an estimated annual budget for common expenses as hereinabove provided in these By-laws and to make and collect assessments pursuant thereto, as provided for in the Declaration and these By-laws.

ARTICLE VI. - USE OF UNITS.

All units shall be utilized for single family residential purposes only. Resident children occupying units in Buildings "g", "h" and "i" shall not be below the age of 16; and no child below said age will be permitted to reside permanently in any unit in these particular buildings.

ARTICLE VII. - RULES AND REGULATIONS.

1. No unlawful, immoral, malicious or offensive activity shall be carried on in any apartment or elsewhere on the project property, nor shall anything be done therein or thereon which shall constitute a nuisance or cause unreasonable noise or disturbance to others.

2. Unit owners shall not paint, decorate or adorn the outside walls of any apartment buildings or install any canopy, awning, radio or television antenna or other fixtures or items of any kind outside any apartment, except with the written approval of the Board.

3. Developer may use any apartment unit or units it may own as a "model apartment" for display to the public and/or as a sales office during the period of time it owns any apartment or apartments which are for sale, and it may place or affix an appropriate sign or signs on the door outside such unit or on the project property to advertise the same, and during such period existing signs on the property may be maintained.

4. Each unit owner shall maintain his apartment in good condition and in good repair and order, at his own expense, excepting the common elements.

5. The use, maintenance or operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner.

6. Garbage and other waste shall be disposed of as directed or provided for by the Board or managing agent.

7. During the period of construction or completion of the apartment buildings or any apartment unit, the Developer and its employees, agents, representative, contractor or subcontractors, and other persons authorized by it, shall have access, ingress and egress to said apartment buildings, the project property and any and all apartments, as may be required in connection with such construction or completion of construction.

8. Articles of personal property of any kind, such as furniture, appliances, bicycles, or other articles shall not be stored or kept in the common areas, except as may be specifically designated therefor by the Board.

9. No unit owner shall do anything which would change the appearance of his balcony or terrace, or any area outside his apartment, or any part of the common elements, without the prior written consent of the Board.

ARTICLE VIII. - AMENDMENTS.

These By-laws may be amended or modified from time to time by action or approval of the owners of a majority of the apartment units but no amendment, change, or modification shall be made which would conflict or be inconsistent with the Declaration to which these By-laws are attached, except in the manner required for amendments to the Declaration as therein provided for. Amendments to the By-laws shall be filed for record in the Condominium Records of Harris County, Texas, and shall refer hereto.

ARTICLE IX. - MORTGAGES.

1. If any mortgage or lien shall be placed on any apartment unit, the owner shall notify the Board or Managing Agent of the name and address of his mortgagee, which information shall be kept in a book which shall be maintained for that specific purpose.

2. At the request of the mortgagee of any apartment unit, the Board or Managing Agent shall report any unpaid assessments due from the owner of such unit.

ARTICLE X. - COMPLAINTS.

These By-laws are set forth to comply with the provisions and requirements of the Act and the Declaration. In case these By-laws shall conflict with any of the provisions of said Act or Declaration, it is hereby agreed and accepted that the provisions of the Act and/or Declaration shall govern and be controlling.

DATED AND ADOPTED by the undersigned, the Developer, and sole owner in fee estate of SPRING WALKER TOWNHOUSES, a condominium project, this the 21st day of February, 1966.

STICKER-WILLIAMS COMPANY, a partnership

BY: [Signature]
 HENRY G. STICKER
[Signature]
 JOHN K. WILLIAMS
[Signature]
 MARTIN COLEMAN