

18w



18 PGS
MISC

2015073907

Weston Lakes Property Owners Association, Inc.
Amended and Restated By-Laws September 25 2014

Weston Lakes Property Owners Association, Inc.
By-Laws

Article I.
General Provision: References and Definitions

Section 1. References. Reference is made for all purposes to the following:

(a) The plats of the following subdivisions in Weston Lakes are hereinafter collectively referred to as the "plat":

Subdivision: _____ Fort Bend County, Texas Plat Recording Information

- | | | |
|--------|--|---|
| i. | <u>Weston Lakes, Section 1,</u> | <u>Slide Nos. 746B and 747A</u> |
| ii. | <u>Weston Lakes, Section 2,</u> | <u>Slide Nos. 747B and 748A</u> |
| iii. | <u>Weston Lakes Section, 3</u> | <u>Slide Nos. 748B and 749A</u> |
| iv. | <u>Weston Lakes, Section 4</u> | <u>Slide Nos. 767B and 768A and 768B,</u> |
| v. | <u>Weston Lakes, Section 5</u> | <u>Slide Nos. 822B and 823A,</u> |
| vi. | <u>Weston Lakes, Section 6</u> | <u>Slide Nos. 824A and 824B,</u> |
| vii. | <u>Weston Lakes, Section 6A</u> | <u>Clerk's File No. 20090088,</u> |
| viii. | <u>Weston Lakes, Section 7</u> | <u>Slide Nos. 930A and 930B,</u> |
| ix. | <u>Weston Lakes, Section 8</u> | <u>Slide Nos. 931A and 931B,</u> |
| x. | <u>Weston Lakes, Section 9</u> | <u>Slide Nos. 956B,</u> |
| xi. | <u>Weston Lakes, Section 10</u> | <u>Slide Nos. 965A and 965B,</u> |
| xii. | <u>Weston Lakes, Section 11</u> | <u>Slide Nos. 1002A and 1002B,</u> |
| xiii. | <u>Weston Lakes, Section 12</u> | <u>Slide Nos. 1073A and 1073B,</u> |
| xiv. | <u>Weston Lakes, Section 14</u> | <u>Slide Nos. 1074A and 1074B,</u> |
| xv. | <u>Weston Lakes, Section 15</u> | <u>Slide Nos. 1125B and 1126A,</u> |
| xvi. | <u>Weston Lakes, Section 16</u> | <u>Slide No. 1855A,</u> |
| xvii. | <u>Weston Lakes, Section 18</u> | <u>Slide No. 1264A,</u> |
| xviii. | <u>Weston Lakes, Section 19</u> | <u>2008096603</u> |
| xix. | <u>Bradford on the Bend,</u>
<u>Section 1</u> | <u>Slide Nos. 825A and 825B,</u> |
| xx. | <u>Bradford on the Bend,</u>
<u>Section 2</u> | <u>Slide Nos. 872A and 872B,</u> |
| xxi. | <u>Bradford on the Bend,</u>
<u>Section 3</u> | <u>Slide Nos. 1075A and 1075B,</u> |
| xxii. | <u>Weston Lakes Village,</u>
<u>Section 1</u> | <u>Slide Nos. 791B,</u> |
| xxiii. | <u>Weston Lakes Village,</u>
<u>Section 2</u> | <u>Slide No. 808A,</u> |

- xxiv. Fairway Villas 2002087145
- xxv. Riverwood Forest At 2000046224
Weston Lakes, Section 1
- xxvi. Riverwood Point at Weston 2002123914
Lakes, Section 2

(b). The following restrictive covenants and any other recorded instruments imposing restrictions against all or a portion of Subdivision, and any amendments to such instruments, shall collectively be referred to as the "declaration" or the "Declaration":

Name of Instrument: _____ Fort Bend County, Texas Clerk's File No.

i.	<u>Declaration of Covenants, Conditions and Restrictions of Weston Lakes, Section 1</u>	<u>8516635</u>
ii.	<u>Declaration of Covenants, Conditions and Restrictions of Weston Lakes, Section 2</u>	<u>8516636</u>
iii.	<u>Declaration of Covenants, Conditions and Restrictions of Weston Lakes, Section 3</u>	<u>8516637</u>
iv.	<u>Declaration of Covenants, Conditions and Restrictions Weston Lakes, Section 4</u>	<u>8516797</u>
v.	<u>Declaration of Covenants, Conditions and Restrictions Weston Lakes, Section 5</u>	<u>8609657</u>
vi.	<u>Declaration of Covenants, Conditions and Restrictions Weston Lakes, Section 6</u>	<u>8609669</u>
vii.	<u>Declaration of Covenants, Conditions and Restrictions for Weston Lakes, Section 6A</u>	<u>2010016027</u>
viii.	<u>Declaration of Covenants, Conditions and Restrictions Weston Lakes, Section 7</u>	<u>8817492</u>
ix.	<u>Declaration of Covenants, Conditions and Restrictions Weston Lakes, Section 8</u>	<u>8817493</u>
x.	<u>Declaration of Covenants, Conditions and Restrictions Weston Lakes, Section 9</u>	<u>8855330</u>
xi.	<u>Declaration of Covenants, Conditions and Restrictions Weston Lakes, Section 10</u>	<u>8911847</u>

Section 2. Definitions. The following terms, when used in these By-Laws, shall have the respective definitions set forth below:

(a) "Association" means and refers to Weston Lakes Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns. This corporation is the identical corporation which is referred to as the "Association" in the Declaration.

(b) "Common Area" means all real property (including improvements erected thereon in accordance with the provisions of said Declaration and these By-Laws) within the Subdivision owned by the Association for the common use and enjoyment of the Owners and any other real property and improvements including, but not limited to, private roads and streets, parks, lakes, lake road crossings, dams, open spaces and greenbelt areas and other facilities within the Common Area to which the Owners may hereafter become entitled to use.

(c) "Lot" means each of the lots as designated on the Plat. In the case of consolidated lots, as defined in the Declaration, and replatted lots, they shall be considered one (1) lot for all purposes.

(d) "Maintenance Charge" includes the maintenance charge fixed, established and collected as provided in the Declaration.

(e) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in Article III, Section 6 hereof.

(f) "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers, but excluding those having such interest merely as security for the performance of an obligation; and (ii) Builders.

(g) "Subdivision" means and refers to the property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(h) "Weston Lakes" shall mean the aforesaid subdivision known as Weston Lakes Section 1, Weston Lakes Section 2, Weston Lakes Section 3, and Weston Lakes Section 4, and shall include all additional sections of Weston Lakes and other subdivisions which may hereafter be developed and platted and made subject to the jurisdiction of the Association.

(i) "Electoral Administrator" shall mean a certified public accountant, an accounting firm or other third party that is specialized and trained in the administration of elections.

(j) "Ballot" shall mean the ballot of a Member, or the valid proxy of a Member, entitled to cast a vote for the membership. Only the form of ballot promulgated by the Board may be used and original signatures on the Board promulgated form of ballot are required. Ballots not containing original signatures shall not be counted and will be null and void.

However, notwithstanding the foregoing, if a Membership votes electronically, original signatures shall not be required.

1. If the Membership casts a subsequent ballot, the later cast ballot shall supersede any former ballot.
2. A ballot shall not be invalidated if the name and address of the Membership can be reasonably ascertained from the information contained on the ballot. A single ballot form may be used for multiple Lots if the Member attaches an unambiguous list of Lots owned by the Member.
3. There shall be one vote per lot.

(l) Except as otherwise defined in the By-Laws, all terms which are defined in the Declaration shall, when used herein, have the same meaning as that set forth in the Declaration.

Article II. Purpose of the Corporation

Section 1, Purpose. The purpose for which the Association is formed is to promote maintenance, safety and preservation of the Lots, Common Area, the Subdivision and such other tracts or parcels of land as may, by recorded restrictions thereon, be made subject to the jurisdiction of the Association; to promote the health, safety, recreation and welfare of the Owners; to exercise the duties and prerogatives of such Association as set forth in the Declaration (together with all amendments thereof, if any, other Declarations or Covenants, Conditions and Restrictions for other sections of Weston Lakes); to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas may now or hereafter have or exercise; and to do any and all other things necessary to implement or accomplish the purposes set forth in these By-Laws, to the extent permitted by law.

Section 2, Area. The activities of the Association shall be limited to the (i) area known as and to be known as Weston Lakes (including any portions of the Annexable Area [as that term is defined in the Declaration] and other property which may hereafter be platted and developed as part of Weston Lakes) and (ii) such other areas as may hereafter voluntarily or through the operation of conditions, covenants, restrictions, easements, reservations or charges pertaining to the same be placed under or submitted to the jurisdiction of the Association.

Article III. Members

Section 1, Annual Meeting. The annual meeting of the members shall be held on a date selected by the Association's Board of Trustees.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Trustees, or upon written request of the Members representing at least one-quarter (1/4) of the votes of the Members.

Section 3. Notice of Meetings. Written notice of the meeting of the Members shall be given by, or at the directions of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days and not earlier than 60 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Voting. Each Member of the Association shall be entitled to one (1) vote per Lot at each meeting of the Members. Joint owners of a Lot shall designate in writing to the Association the party authorized to cast the membership vote for such joint owners, which written designation shall remain in effect until modified by similar written designation or until the Lot is sold. Consolidated lots shall be entitled to one (1) vote.

Section 6. Members. Every person or entity who is a record Owner of any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities holding an interest in property merely as security for the performance of an obligation or those having only an interest in the mineral estate. Membership shall be appurtenant to, and may not be separated from the ownership of any Lots. There shall be but one vote for each Lot in the Subdivision. Regardless of the number of persons who may own a Lot (such as husband and wife or joint tenants, etc.), there shall be but one membership for each Lot.

Section 7. Voting Methods.

- (a) Proxies. A member may vote in person or by proxy. All proxies shall be in writing and filed with the Electoral Administrator. Every proxy shall be revocable and shall

automatically terminate within eleven months or upon conveyance by the Member of his Lot.

- (b) Electronic Voting. A member shall be allowed to cast their Ballot by electronic means, which means email, facsimile or posting on an internet website. The Association shall take reasonable steps to provide a secure website for electronic voting and to avoid fraud and error.
- (c) Absentee Ballot. A Member shall be allowed to vote by absentee ballot in accordance with the applicable provisions of the TEXAS PROPERTY CODE.

Section 8. Nomination of Trustees and ACC. Nomination for election to the Board of Trustees and to the ACC may be made by a Nominating Committee. The Nominating Committee will consist of a Chairman, who shall be a member of the Board of Trustees, and two or more persons who are Members of the Association. The Nominating Committee, if utilized, shall be appointed by the Board of Trustees prior to the annual meeting of the Members and will serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees and the ACC as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Members may request to be placed on the Ballot for election to the Board of Trustees or the ACC. A written request to the management company for the Association or the onsite Association manager must be sent according to the posted timeline by the Board of Trustees.

The Association shall notify all Members of the timeline of the nomination and voting process of the upcoming annual meeting of the Association no less than sixty (60) days prior to the annual meeting.

Article IV. Board of Trustees

Section 1. Powers. The business and property of the Association shall be managed and controlled by the Board of Trustees which may exercise all such powers of the Association and do such lawful acts and things as are not by any law, by the charter of the Association, the Declaration, or these By-Laws, directed or required to be exercised or done by the Members personally. These powers shall specifically include, but not be limited to the following items:

- (a) To determine and levy Association assessments to cover the cost of operating and maintaining the Common Area and portions of Lots, as provided in the Declaration, or for any other purpose required to carry out the intent of Declaration. The Board of Trustees may increase or decrease the assessments or vote a special assessment, if required, to meet any additional expense.

- (b) To collect, use and expend the assessments to maintain, care for and preserve the Common Area and portions of Lots, as provided in the Declaration, or otherwise carry out the intent of the Declaration.
- (c) To own, lease, maintain, operate, convey, mortgage, dedicate for public use or otherwise dispose of real or personal property in connection with the business of the Association, all in accordance with the terms of the Declaration and these By-Laws.
- (d) To grant and obtain easements, licenses and other property rights with respect to contiguous lands.
- (e) To construct and maintain private streets, roads, rights-of-way and easements.
- (f) To make repairs, restore or alter the Common Area after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
- (g) To provide landscaping of the Common Area and portions of the Lots necessary to provide a uniform scheme of landscaping for the Subdivision.
- (h) To open bank accounts on behalf of the Association and to designate the signatories to such bank accounts.
- (i) To collect delinquent assessments by suit or otherwise, including but not limited to the right to foreclose the lien against any property created by the failure to pay an assessment, to abate nuisances and to enjoin or seek damages from Members for violations of the Declaration or Rules and Regulations adopted by the Association.
- (j) Pay legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting the Lots or Common Area.
- (k) To make reasonable Rules and Regulations and to amend the same from time to time. Such Rules and Regulations and amendments thereto shall be binding upon the Members when the board has approved them in writing and provided a copy of such Rules and amendments to the Members. Such Rules may, without limiting the foregoing, include reasonable limitations on the use of the Common Area by guests of the Members.
- (l) To employ workmen, contractors and supervisory personnel, to purchase supplies and equipment, and to enter into contracts to provide maintenance and other services.
- (m) To hire a Managing Agent to perform and exercise the powers of the Board of Trustees in the management of the subdivision.
- (n) To establish committees, appoint members thereto, define the power and operating procedures thereof and terminate committees, so as to carry out the general intent of the Declaration.

- (o) Provide security services, including but not limited to, the employment of constables and watchmen; supplemental municipal services; and provide and operate a communications system.
- (p) Do all things necessary to provide for the exterior maintenance of all residences, to the extent provided for the Declaration and send invoices or take other necessary action to collect of such exterior maintenance from the Owner of the Lot.
- (q) Do all other things necessary or desirable in the opinion of the Association to keep the property in the Subdivision in neat and good order, or which it considers of general benefit to the Owners of the Lots, it being understood that the judgment of the Association with respect to the expenditure of said funds shall be final and conclusive so long as judgment is exercised in good faith.
- (r) Set and establish the amount of the Maintenance Charge which may be imposed by the Declaration beginning January 1, 1986; and shall hold and administer the Maintenance fund and expend such Maintenance funds for the purposes contemplated by and in accordance with the terms and provisions of said Declaration and these By-Laws.
- (s) Borrow money in the name of the Association for the purpose of carrying out the corporate affairs, with the consent of a majority of the Board of Trustees. The Association may mortgage, pledge, deed in trust or hypothecate any or all its real or personal property as security for money borrowed or debts incurred.
- (t) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes subject to the terms of the Declaration.
- (u) Spend, or incur debt without board approval, up to \$1000 per Trustee in a thirty (30) day period.
- (v) Issue fees or assessments to protect the safety and welfare of the Members.
- (w) Suspend a Member's right to use any recreational facilities within the Common Areas, during any period in which such Member shall be in default in the payment of any Maintenance Charge or other assessment levied by the Association. Such rights may also be suspended, after notice and hearing by the Board of Trustees, during and for a period not to exceed sixty (60) days thereafter for the violation of a provision of the Declaration or of the Rules and Regulations, as more particularly described in the Declaration;
- (x) Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees, without the consent of the President; and
- (y) Exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Articles of Incorporation, Declaration or authorized by law and

not reserved to the membership by other provisions of these By-Laws, the Article of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement or summary thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by at least twenty-five (25%) percent of the membership;

(b) To investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain and operate the subdivision as contemplated by the Declaration and these By-Laws;

(c) To issue, or to cause an appropriate officer to issue, upon written request by any person, a certificate or letter setting forth whether or not any Maintenance Charge or other charge or assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates or letters. If a certificate or letter states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(d) To procure and maintain adequate liability, casualty and hazard insurance on property owned by the Association and such other insurance amounts as the Board may determine;

(e) To procure and maintain liability insurance indemnifying the Trustees and officers of the Association against the liability for errors and omissions occurring in connection with the performance of their duties, with policy limits and deductible amounts to be determined in the sole discretion of the Board;

(f) To perform all other duties required of the Board of Trustees as are set forth in the Declaration, the Articles of Incorporation, these By-Laws and as are required by law.

Section 3. Number. The number of Trustees shall be five (5) and all actions to be taken by the Trustees shall require a majority vote for approval, except as otherwise provided in the Declaration, these By-Laws, or the law.

Section 4. Term of Office. At the annual election of the Trustees in 1998, the members shall elect three Trustees for a term of two (2) years and two Trustees for a term of one (1) year; and at each subsequent annual election, the Members shall elect Trustees to fill vacancies created by exiting Trustees for a term of two (2) years. It is the intent and purpose of this provision to have the Trustees with the initial one (1) year term be elected in alternate years to the Trustees with the initial two (2) year term, and that for all 5 Trustees to have two (2) year terms after the election in 1998. The Trustees shall hold office until their respective successors have been duly elected and qualified or until removed,

Section 5. Vacancy. In the event of a vacancy on the Board due to the death, resignation or disability of a member if the Board of Trustees, the remaining members of the Board of Trustees shall appoint a successor to fill the vacancy for the remainder of the unexpired term.

Section 6. Organizational Meeting. Within fifteen (15) days after each annual election of Trustees, the Trustees shall be notified and meet in Executive Session for the purpose of organization and the election of officers.

Section 7. Regular Meetings. Regular meetings of the Board of Trustees shall be at such time and place as shall be designated from time to time by resolution of the Board of Trustees. Members shall be given 72 hours notice of any regular meeting.

Section 8. Special Meetings. Special meetings of the Board of Trustees shall be held whenever called by the President, Vice President, Secretary or a majority of the Trustees then in office. Notice of each special meeting shall be given by any officer of the Association by e-mail, mail, telephone or personal delivery to each Trustee at his residence or usual place of business at least 72 hours prior to the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which a majority of the Trustees then in office are present, any business may be transacted. Neither the business proposed to be transacted, nor the purpose of any special meeting by the Board of Trustees need be specified in the notice of such meeting, except as may be otherwise provided by statute or by the Articles of Incorporation.

Section 9. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees,

Section 10. Quorum. The majority of the Trustees then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Trustees there be less than quorum present, the majority of those present may adjourn the meeting from time to time without notice other than by announcement at the meeting, until a quorum be present or in attendance thereat. The act of a majority of the Trustees present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Trustees, except as otherwise provided by law, the charter of the Association, the Declaration, or by the By-Laws. Trustees shall be allowed to attend meetings telephonically or by other electronic means if a majority of the board consents.

Section 11. Order of Business. At meetings of the Board of Trustees, business shall be transacted in such order as the Board of Trustees from time to time may determine. At all meetings of the Board of Trustees, the President shall preside, and in the absence of the President, a chairman shall be chosen from the Trustees present. The Secretary of the Association shall act as Secretary of all meetings of the Board of Trustees, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 12. Services. No Trustee or officer of the Association shall be required to devote his time or render services exclusively to the Association. Each Trustee and officer of the Association shall be free to engage in any and all other business and activities either similar or dissimilar to the business of the Association without liability to the Association. Likewise, each and every Trustee and officer of the Association shall be entirely free to act for and serve any other corporation or corporations, entity or entities, in any capacity or capacities and become a trustee or officer of any other corporation or corporations, entity or entities, whether or not similar to the purposes, business and activities of the Association, without breach of duty to the Association or its members and without liability of any character or description to the Association or its members.

Section 13. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Article V. Officers

Section 1. Titles and Term of Office. The officers of the Association shall be a President one or more Vice Presidents, a Secretary, a Treasurer and such other offices, including but not limited to, one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board of Trustees may from time to time elect or appoint. The offices of President and Treasurer may not be held by the same person.

Section 2. Election of Officers. The election of officers shall take place at the organizational meeting of the Board of Trustees following each annual meeting of the Members. The officers shall be elected by a majority vote of the Trustees.

Section 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, or shall be removed, or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by a vote of a majority of the Board of Trustees. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in the office of any officer shall be filled by vote of a majority of the Trustees then in office. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. President. The President, subject only to the control of the Board of Trustees, shall be in general charge of the affairs of the Association in the ordinary course of its business; he shall preside at all meetings of the Members and of the Board of Trustees; he may make, sign and execute all deeds, conveyances, assignments, bonds, checks and other obligations and any and all other instruments and papers of any kind or character in the name of the Association; and, he shall do and perform such other duties as may from time to time be assigned to him by the Board of Trustees.

Section 7. Vice President. The Vice President shall have the usual powers and duties pertaining to his office together with such other powers and duties as may be assigned to him by the Board of Trustees and shall have and exercise the powers of the President during that officer's absence or inability to act. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 8. Treasurer. The Treasurer shall have custody of all the funds and securities of the Association. When necessary or proper, the Treasurer (i) may endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board of Trustees; (ii) may sign all receipts and vouchers for payments made to the Association, either alone or jointly with such officer as is designated by the Board of Trustees; whenever required by the Board of Trustees, he shall render a statement of the cash account; (iii) shall enter or cause to be entered regularly on the books of the Association to be kept by him for that purpose full and accurate accounts of all moneys received and paid out on account of the Association; (iv) shall at reasonable times during business hours make available for review the books and accounts of the Association of any Trustee of the Association; (v) shall perform all acts incident to the position of Treasurer subject to the control of the Board of Trustees; (vi) shall, if required by the Board of Trustees, give such bond for the faithful discharge of his duties in such form as the Board of Trustees may require; and (vii) shall cause an annual audit of the Association books to be made by a public accountant at the completion of the fiscal year.

Section 9. Assistant Treasurers. Each Assistant Treasurer shall have the usual powers and duties pertaining to such office, together with such powers and duties as may be assigned to him by the Board of Trustees. The Assistant Treasurer shall exercise the powers of the Treasurer during that officer's absence or inability to act.

Section 10. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Members in books provided for that purpose; shall attend to the giving and serving of all notices; shall keep appropriate current records showing the Members of the Association, together with their addresses; certify the voting rights of Members from time to time and may sign with the President or a Vice President in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association. The Secretary shall have charge of and maintain and keep such books and papers as the Board of Trustees may direct, all of which shall at all reasonable times

be open to the inspection of any Trustee upon request at the office of the Association during business hours and shall in general perform all the duties incident to the office of Secretary subject to the control of the Board of Trustees.

Section 11. Assistant Secretaries. Each Assistant Secretary shall have the usual powers and duties pertaining to such office, together with such powers and duties as may be assigned to such officer by the Board of Trustees and the Assistant Secretary shall exercise the powers of the Secretary during that officer's absence or inability to act.

Section 12. Committees. The Board of Trustees shall appoint such committees as it deems appropriate in carrying out its purpose and duties hereunder. However, the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed upon it or him by law. Any non-trustee who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Trustee who is a member thereof.

Article VII.

Contracts, Checks, Drafts, Bank Accounts, Etc.

Section 1. Contracts. The Board of Trustees, except as otherwise provided by these By-Laws and the Declaration, may authorize any officer(s) or , agent(s), in the name of and on behalf of the Association, to enter into any contract or execute and deliver any instrument and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Trustees or expressly authorized by these By-Laws or the Declaration, no officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 2. Checks, Drafts, Etc. All checks, drafts and other orders for the payment of money out of the funds of the Association, and all notes or other evidence of indebtedness of the Association shall be signed by the President and another Trustee on behalf of the Association in such manner as shall from time to time be determined by resolution of the Board of Trustees.

Section 3. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Trustees may select and for the purpose of such deposit the President, a Vice President, the Treasurer, the Secretary or any other officer or agent or employee of the Association to whom such power may be delegated by the Board of Trustees, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.

Section 4, Indemnity of Trustees and Officers.

(a) Subject to the exceptions and limitations contained in Section (b) below:

(1) Every person who is, or has been a Trustee or officer of the Association shall be indemnified by the Association to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any demand, claim, action, suit (or threat thereof) or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a Trustee or officer and against amounts paid or incurred by him in the settlement thereof;

(2) The words "claim", "action", "suit" or "proceeding" shall apply to all claims, actions, suits, or proceedings (civil, criminal or other, including appeals), actual or threatened, made or commenced subsequent to the adoption of these By-Laws; and the words "liability" and "expenses" shall include, without limitation, attorney's fees, costs, judgments, amounts paid in settlement, fines, penalties and other liabilities.

(b) No indemnification shall be provided hereunder to a Trustee or officer or any other individual:

(1) Against any liability to the Association by reason of willful malfeasance, bad faith, gross negligence, breach of fiduciary duty, criminal misconduct or reckless of the duties involved in the conduct of his office;

(2) With respect to any matter as to which he shall have been finally adjudicated not to have acted in good faith in the reasonable belief that his action was in the best interest of the Association;

(3) In the event of a settlement unless there has been a determination that such Trustee or officer did not engage in willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office:

(i) By the court or other body approving the settlement; or

(ii) By vote of a majority of the Trustees who are not themselves involved in the claim, action, suit or proceeding; or

(iii) By written opinion of independent counsel.

(c) The right of indemnification herein provided may be insured against by policies maintained by the Association, shall be severable, shall not affect any other rights to which any Trustee or officer may now or hereafter be entitled, shall insure to the benefit of the heirs, executors and administrators of such a person.

(d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit and or proceeding of the character described in Section (a); hereof may be advanced by the Association prior to final disposition thereof upon receipt of an undertaking by or on behalf of the Trustee or officers, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Section 4.

(e) The provisions of this Section 4 shall apply to each and every Trustee and members of committees established by the Board of Trustees as if such persons were Trustees or officers.

Section 5. Financial Records and Annual Reports. The Association shall maintain true and accurate current financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, the By-Laws of the Association, and the minutes of all meetings and proceedings of the Board and the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased by such Members at a reasonable cost.

Article VIII. Miscellaneous Provisions

Section 1. Offices. The principal office of the Association shall be at Weston Lakes Subdivision, in Fort Bend County, Texas.

Section 2. Fiscal Year. The fiscal year of the Association shall end at midnight on December 31st of each calendar year.

Section 3. Fiscal Responsibility.

- A. Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operation during each calendar year. Such budget shall include a capital contribution or reserve in accordance with a capital budget separately prepared and specific line items for expenses which will be paid with the Maintenance Charge.
- B. Reserve Study. In order to insure that the Association is adequately prepared to repair and replace the assets of the Association, the Association shall have a reserve study performed at a minimum of every five (5) years by a company that specializes in the preparation of reserve studies.

- C. Reserve Fund Integrity. No Board shall spend any funds out of reserve accounts that are not specifically related to that reserve account without unanimous approval of the Board. Any breach of this duty constitutes a breach of the Board's fiduciary duty.

Section 4. Notice and Waiver of Notice. Whenever any notice is required to be given under the provisions of these By-Laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office mail box in a sealed, post paid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given 72 hours following the date of such mailing. The Association may alternatively deliver said notices by electronic means if approved by the Member. A waiver of notice whether before or after the time stated therein, shall be deemed equivalent to a notice.

Section 5. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 6. Covenant to Obey Laws, Rules and Regulations. Each member shall be subject to the Declaration and shall abide by the By-Laws and rules and regulations as the same are or may from time to time be established by the Board of Trustees. Each Member shall observe, comply with and perform all rules, regulations, ordinances and laws made by any governmental authority or any municipal, state and federal government having jurisdictions over the Property or any part thereof.

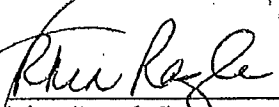

Section 7. Severability. Each of the provisions of these By-Laws shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 8. Terminology. The use of any gender herein shall be applicable to all genders; the singular shall include the plural and vice versa.

Section 9. Amendments. The Board of Trustees shall have the exclusive authority to make, alter, amend and repeal the By-Laws of the Corporation by the affirmative vote of a full majority of such Board.

The foregoing Amended and Restated By-Laws were adopted by the Trustees on September __, 2014.

AS PER ORIGINAL


Rhea Rager, Secretary

9/25/14

**SECRETARY'S CERTIFICATE OF ADOPTION OF THE
AMENDED AND RESTATED BY-LAWS**

WESTON LAKES PROPERTY OWNERS ASSOCIATION, INC.

I, Rhea Ragle, certify that I am the duly qualified and acting Secretary of Weston Lakes Property Owners Association, Inc., a duly organized and existing non-profit Texas corporation.

I further certify that the attached documents were duly adopted by the Board of Directors of Weston Lakes Property Owners Association, Inc. at a meeting that was legally held on the 23rd day of September, 2014 and entered in the Minutes of the Meeting which are contained in the Minute Book of the Corporation.

WESTON LAKES PROPERTY OWNERS
ASSOCIATION, INC.

Dated: July 2, 2015

By: Rhea Ragle, Secretary
Rhea Ragle, Secretary

STATE OF TEXAS §
COUNTY OF FORT BEND §



This instrument was acknowledged before me on the 2 day of July, 2015, by Rhea Ragle, Secretary of Weston Lakes Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC in and for the
STATE OF TEXAS

AFTER RECORDING:
RETURN TO:

Messock & Walton
17171 Park Row, Suite 250
Houston, Texas 77084

Ph: 402-4732

Messock & Walton
ATTORNEYS
17171 PARK ROW, SUITE 250
HOUSTON, TEXAS 77084

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

July 06, 2015 04:11:37 PM

FEE: \$79.00 MAIN
MISC

2015073907

