

**BY-LAWS
OF
WILLOW BEND TOWNHOMES ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is WILLOW BEND TOWNHOMES ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at P.O. Box 7344, The Woodlands, Texas 77387, but meetings of members and directors may be held at such places within the state of Texas, County of Montgomery, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to WILLOW BEND TOWNHOMES ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recognized subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to HOMEWOOD CORPORATION, its successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from the declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of County Clerk of Montgomery County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first following day that is not a legal holiday.

Section 2. Special Meetings. A special meeting of the members may be called at any time by the president or the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before said 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 to 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 be cast, one-tenth (1/10) of the total votes of the membership 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, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three Directors for a term of one year, and two Directors for a term of two years; and each annual meeting thereafter the members shall elect Directors for a term of three years which will maintain and meet the requirements for a five-member Board. Beginning in March 1997, the annual sequence of elected Directors shall be 2, 2, & 1 (2 Directors elected in 1997, 2 in 1998, and 1 in 1999).

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any services they may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of

Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of 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. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. 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 held in a meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in 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 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) 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 one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) 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 for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on properties owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (g) cause the Common Area to be maintained.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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 be removed, or is otherwise disqualified to serve.

Section 4. Special Appointments. 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.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. 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 pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
BOOKS AND RECORDS**

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

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declarations, each member is obligated to pay to the Association annual and 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 within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent 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 the 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 nonuse of the Common Area or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within it's circumference the words "WILLOW BEND TOWNHOMES ASSOCIATION, INC."

**ARTICLE XIII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. 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 Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the 1st 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.

Revised in February 1997; Revisions Adopted and Approved by the Board of Directors June 2, 1997, (see June 2, 1997 Minutes).

658-00-0831

ARTICLES OF INCORPORATION

OF
WILLOW BEND TOWNHOMES
ASSOCIATION

FILED
In the Office of the
Secretary of State of Texas
SEP 07 1982
Clerk F
Corporations Section

In compliance with the requirements of Article 1396-1.02, Revised Civil Statutes of the State of Texas, the undersigned, all of whom are residents of the State of Texas and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is WILLOW BEND TOWNHOMES ASSOCIATION, hereafter called the "Association".

ARTICLE II

The Registered office of the Association is located at 2282 Timberloch Place, The Woodlands, Texas 77380.

ARTICLE III

Daniel W. Forbes, whose address is 3262 Timberloch Place, The Woodlands, Texas 77380, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described as:

All of WILLOW BEND TOWNHOMES, a subdivision of 9.3735 acres of land in the G. W. and J. A. Wagers Survey, Abstract No. 765 and the Caddo Allen Survey, Abstract No. 45 in Montgomery County, Texas, according to the map or plat thereof duly recorded in the Map Records of Montgomery County, Texas.

and to promote the health, safety and welfare of the residents within the above described property and any addition thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of

836-66-0331

Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Clerk of Montgomery County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

(b) tax, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidation with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the perfor-

638-607-1000

ance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding to the Class A membership equal the votes outstanding in the Class B membership; or
- (b) on January 1, 2000.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Daniel W. Forbes	2702 Timberloch Place, The Woodlands 77380
Linda L. Cunningham	2101 Timberloch Place, The Woodlands 77380
John J. Stachura	2202 Timberloch Place, The Woodlands 77380
R. Steve McPhetridge	2102 Timberloch Place, The Woodlands 77380
William Jefferson	2107 Timberloch Place, The Woodlands 77380

At the first annual meeting the members shall elect three directors for a term of one year, and two directors for a term of two years, and at each annual meeting thereafter the members shall elect three directors for a term of three years.

44-66-656

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS


Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

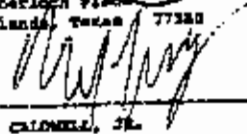
ARTICLE XI

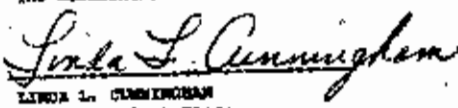
FHA/VA APPROVAL

As long as there is a Class 3 membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: acquisition of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 23rd. day of August 1982.


 DANIEL G. POMEROY
 2202 Timberloch Place
 The Woodlands, Texas 77380


 BRUCE J. CALDWELL, JR.
 2202 Timberloch Place
 The Woodlands, Texas 77380


 LINDA L. CUNNINGHAM
 2202 Timberloch Place
 The Woodlands, Texas 77380

388-10089000

SUBSCRIBED AND SWORN to before me this 2nd. day of September, A.D., 1982.

Rose Cegielski
Notary Public, State of Texas

Notary's Printed Name: Rose Cegielski

My Commission Expires: 7-18-1985

STATE OF TEXAS

COUNTY OF MONTGOMERY

Before me, the undersigned authority, on this day personally appeared Daniel W. Forbes known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 2nd. day of September, A.D. 1982.

Rose Cegielski
Notary Public, State of Texas

Notary's Printed Name: Rose Cegielski

My Commission Expires: 7-18-1985

STATE OF TEXAS

COUNTY OF MONTGOMERY

Before me, the undersigned authority, on this day personally appeared Bruce J. Caldwell, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 2nd. day of September, A.D. 1982.

Rose Cegielski
Notary Public, State of Texas

Notary's Printed Name: Rose Cegielski

My Commission Expires: 7-18-1985

338-00-0330

STATE OF TEXAS
COUNTY OF MONTGOMERY

Before me, the undersigned authority, on this day personally appeared Linda L. Cunningham known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 2nd. day of September, A.D. 1982.

Ross Cepielzki

Notary Public, State of Texas

Notary's Printed Name: Ross Cepielzki

My Commission Expires: 7-18-1985

RECORDED

SEP 11 1982

338-60-6304



The State of Texas
Secretary of State

IT IS HEREBY CERTIFIED, that
the photographic reproductions made by microphotograph on film on this
roll of microfilm are true and correct copies of the original documents
and records listed on the Index filed hereon, and I further certify that
I am the legal custodian of the records, files and seal of the Secretary of
State's Office of the State of Texas, and furthermore, I hereby designate
these photographic reproductions as original records for all legal purposes
in accordance with Section 2, Chapter 403, Acts of the 50th Legislature,
Regular Session, 1947.



IN TESTIMONY WHEREOF, I have hereunto
signed my name officially and caused to be im-
pressed hereon the Seal of Same at my office in
the City of Austin, Tex

14. 2074 September 1. 0. 1947

David A. Dean
Secretary of State

**Willow Bend Townhomes Association, Inc.
The Woodlands, Texas**

RULES

&

REGULATIONS

JANUARY 1996

38-00-0000

**Willow Bend Townhomes Association, Inc.
The Woodlands, Texas**

RULES & REGULATIONS

PREAMBLE

Provisions for the Rules and Regulations and authority for enforcement are contained in the declaration of covenants and restrictions of The Woodlands Village of Panther Creek - Section 40 (CC&R'S). It includes a statement of restrictions and conditions applicable to ownership and use of individual units, as well as the common areas of Willow Bend Townhomes. These limitations, restrictions, conditions and covenants run with the land and are binding on all parties having acquired any right, title or interest in the properties within Willow Bend Townhomes.

Observing and enforcing these rules and regulations is the responsibility of each and every owner, tenant and their guests.

Living in a townhome community is a unique situation. Therefore these rules are intended to make living together pleasant and comfortable. Each of us not only has certain rights, but also certain obligations to other residents. The courtesy and consideration for the rights of others are mutually beneficial, and objectionable behavior is not acceptable even if such behavior is not specifically ruled against herein.

Each townhome owner must accept the responsibility for violations by their tenants, guests, children and/or pets. Violations should be reported to the Willow Bend Townhomes Property Manager who will take appropriate action. Compliance with these rules is essential to maintain our quality of life.

This book of Rules and Regulations is a supplement to the Declaration of Covenants, it's by-laws and resolutions and is established by your Board of Directors.

**THESE RULES & REGULATIONS
WILL BE
STRICTLY ENFORCED**

**Willow Bend Townhomes Association, Inc.
The Woodlands, Texas**

RULES & REGULATIONS

I. INTRODUCTION

- a) **The Rules and Regulations of Willow Bend Townhomes are intended as a supplement to the Declaration of Covenants and it's by-laws. Should there be any questions concerning which regulations should be followed, the Declaration of Covenants will prevail.**
- b) **All requests for maintenance and/or repairs must be submitted in writing to the Willow Bend Townhomes Property Manager.**
- c) **All complaints must be submitted in writing to the Willow Bend Townhomes Property Manager.**

II. HOMEOWNER

The designation "homeowner" is defined as the person(s) holding a recorded title to the townhome(s).

III. GUEST

The designation "guest" is defined as any visitor(s) of the homeowner or tenant.

IV. TENANT

- a) **The designation "tenant" is defined as the renter(s) or any non-owner occupant of any homeowner's townhome.**
- b) **The homeowaer must furnish the Willow Bend Townhomes Property Manager with a completed Townhouse Rental Information Form for all tenants within five working days of occupancy.**
- c) **All leases must provide that they are specifically subject to all respects of The Woodlands CC&R'S and Willow Bend Townhomes Covenants, by-laws and Rules and Regulations.**
- d) **The homeowner must provide the tenant with a copy of the Willow Bend Townhomes Rules and Regulations.**

Willow Bend Townhomes Association, Inc.
The Woodlands, Texas

RULES & REGULATIONS

V. GENERAL

- a) All townhouses are designed as single family residences and shall not be occupied by more than one family.
- b) No townhome shall be used or occupied for any business, commercial, trade or professional purposes either apart from or in connection with the use thereof as a residence.
- c) No improper, unlawful, noxious or offensive activity shall be carried on or maintained in any townhome or common area, nor shall anything be permitted to be done thereon which may be or become an annoyance or nuisance to other residents.
- d) Outdoor antennae of any kind are prohibited unless approved by the Board of Directors.
- e) All equipment, garbage cans, wood piles, etc. shall be confined to the patio areas of the units and shall be kept screened by adequate planting and/or fencing so as to conceal them from neighboring units and streets. Wood piles must be stored outside, at least six (6) inches away from any structure.
- f) All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- g) No signs of any kind are permitted on the surface areas of the buildings or in the common areas. Only one "For Sale" or "For Lease" sign (not more than five (5) square feet) shall be displayed. No signs shall be posted on the mailboxes, street signs or light poles.
- h) No temporary structures such as trailers, sheds, etc. shall be permitted on any building lot or common area.
- i) The roof area is off limits to all homeowners, residents, guests and visitors. The roof area is restricted to essential building maintenance and service personnel.

Willow Bend Townhomes Association, Inc.
The Woodlands, Texas

RULES & REGULATIONS

V. GENERAL (cont.)

- j) Clotheslines are prohibited. No personal clothing or household linens may be hung on any structures.
- k) Each owner shall maintain and keep in repair all personal property or fixtures added and affixed to the exterior of the residence by the owner. Such exterior maintenance shall include glass surfaces, courtyard and backyard areas, windows and doors and their hardware, owner installed landscaping and irrigation systems, exterior light fixtures operated from a residence, etc..
- l) Each owner and/or tenant shall keep the area in front of their townhome free from old newspapers and other such debris.
- m) Garage doors shall remain fully closed when not in use.
- n) No later than fifteen (15) days after closing, the townhome owner shall provide the Willow Bend Townhomes Property Manager with the following information.
 - 1) The owner's mailing address, home and work telephone numbers.
 - 2) The name and home and work phone numbers of any person(s) occupying the unit other than the owner.
 - 3) The name, address and phone number of any person managing the townhome as an agent of the owner.
 - 4) The name and address of the holder of any lien against the townhome, and any loan number.
 - 5) All owners shall inform the Willow Bend Townhomes Property Manager of a change of any of the aforementioned information within fifteen (15) days of that change.

VI. PROPERTY DAMAGE LIABILITY

Homeowners, tenants, and their children, including guests and visitors and their children shall not mark, mar, damage or destroy or remove any part of the buildings or common areas. The responsible homeowner shall pay any cost of restoring the area or property affected. All work will be performed by employees or agents of the Association. Homeowners are further charged with the responsibility for any violations of their tenants, guests, family and/or visitors.

Willow Bend Townhomes Association, Inc.
The Woodlands, Texas

RULES & REGULATIONS

VII. PETS

- a) A maximum of two (2) pets are permitted per townhome. Domesticated dogs, cats or other commonly accepted household pets may be kept for non-commercial purposes, and shall not create an unreasonable nuisance or unsanitary condition for other owners. The pet owner shall be held responsible for ANY damage caused by their animal(s).
- b) ALL animals must be on a leash and personal supervision is required whenever said animals are on common areas. Pets are allowed to be unleashed only when within the confines of the residence or fenced area of the building lot. Residents are requested to promptly pick up their animals' droppings from the common areas and dispose of them properly.
- c) Loud and/or continuous barking will not be permitted.

VIII. VEHICLES AND PARKING

- a) All traffic laws are to be obeyed.
- b) PARKING IN THE STREET OR ON THE GRASS IS PROHIBITED

All vehicles must be parked either in the garage of the townhome or on the driveway. No illegal or inoperable vehicle shall be kept in any driveway. Service, delivery and/or repair vehicles may be parked on the street in front of the residence being served for the duration of their service/delivery call. Short term guests of the resident of the townhome should use the driveway of the person being visited when it is possible. If that driveway is occupied, short term guests may park in the street in front of the townhome being visited. Residents expecting guests who will be staying for more than three (3) days must advise the Willow Bend Townhomes Property Manager of the make, model and license number of the vehicle, and the planned duration of the visit. No guest shall be allowed street parking privileges longer than fourteen (14) days without written permission from the Board of Directors.

Willow Bend Townhomes Association, Inc.
The Woodlands, Texas

RULES & REGULATIONS

- c) Repairs to vehicles, oil changes, etc., will not be permitted.
- d) No RVs, trailers, boats, campers or vehicles over 3 tons shall be parked for over 24 hours except in the garage.

IX. TRASH CONTAINERS

Trash is collected every Tuesday. Items must be set out by 7:00 AM.

- a) Household trash must be put out in the wheeled cart provided by Waste Management. Recyclable items must be put out in the container provided by Waste Management.
- b) Trash SHALL NOT be put on the curb until after 6:00 PM the night before pickup. Containers shall be picked up the evening of the pickup day.
- c) Storage of trash containers shall be kept out of public view from the street and adjacent townhouses.

X. SCHEDULE OF PENALTIES

All infractions of the rules and regulations herein will be subject to review by the Board of Directors. A first offense will receive a warning and notice that continued or repeated violations will result in a fine, police action or injunction lien.

The schedule of fines which may be imposed after a first offense warning are:

- a) Second offense - not to exceed \$ 25.00
- b) Third offense - not to exceed \$ 50.00
- c) Continued violation - not to exceed \$100.00 per violation

DATE ADOPTED: 29 Jan. 1996

PRESIDENT: Don Wallis

**Willow Bend Townhomes Association, Inc.
The Woodlands, Texas**

ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES

The Declaration of Covenants, Article V, require approval by the Board of Directors for any changes, alterations, additions or improvements to any townhome exterior or common area. Also required is the appointment of a three (3) member Architectural Control Committee.

I) ALTERATIONS, ADDITIONS, IMPROVEMENTS

No alteration, addition or improvement shall be made by any homeowner beyond the perimeter of his townhome. No structural alteration, addition or improvement shall be made within any townhome or common area appurtenant thereto without first obtaining the prior written approval of the Board of Directors.

II) APPLICATION PROCEDURES

- a) Oral requests will not be considered.
- b) Each homeowner will submit his proposal for an exterior addition, alteration or improvement to the Architectural Control Committee in writing using a Woodlands Community Association form. The proposal will contain a description and location of the project, including the height, width, length, shape, colors and materials. Sketches or photographs of similar completed projects will aid in the consideration.
- c) The Architectural Control Committee shall have the discretion to request additional information it deems necessary to make it's decision.
- d) Each alteration, addition or improvement must be specifically approved even though an identical or similar project has been previously approved.

**Willow Bend Townhomes Association, Inc.
The Woodlands, Texas**

ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES

II) APPLICATION PROCEDURES (cont.)

- e) **The applicant will be informed in writing of the Board's decision within thirty (30) days after receipt of the completed request.**
- f) **Upon rejection of a project, resubmittal with modifications, additional information and/or clarification is the right of the homeowner.**
- g) **Copies of all requests of changes will be kept on file by street address along with the written decision, and a copy of any statement of action.**

DATE ADOPTED: 29 Jan. 1996

SECRETARY: R. McAlister

WILLOW BEND TOWNHOMES ASSOCIATION

ASSESSMENT COLLECTION

RESOLUTION No. 100 - Assessment Collection Policy (second revision)

WHEREAS Article IV, Section 1 of the Declaration of Covenants, Conditions and Restrictions of the Willow Bend Townhomes, The Woodlands, Texas, established that Association will collect assessments for the improvement and maintenance of the Common Elements;

WHEREAS there is a need to establish a consistent policy of notice of assessment and delinquency that can be published for the Association's use;

NOW THEREFORE BE IT RESOLVED to follow these procedures in the collection of assessments:

- 1) Notice of the annual assessment rate will be mailed (first class) to all owners at the last known address by December 1st of each year.
- 2) Payment coupon books will be issued by December 15th of each year to the unit owners.
- 3) The due date for all assessments will be the 1st of each month. Partial payment will not prevent the accrual of the \$5.00 late charge stipulated by previous Board action. The delinquent date for all assessments will be the 15th of the month. If any amounts due to the Association are paid on or before the 15th day of the month, but the method of payment is uncollectible by the Association (such as a "Not Sufficient Funds" check), the Maintenance Charges or any other amounts will be considered late and delinquent if not actually paid by the original due date. The Association shall not be liable for payments not actually received, regardless of delay by the mail or any other method of delivery. It is the responsibility of the Owner (the current Owner of record) to ensure and verify payments are received by the Association on time.
- 4) If a unit owner wishes to prepay the Assessment, then the following procedure will be followed: the appropriate coupon(s) must accompany any advance payment.
- 5) If payment is not received by the 15th, a delinquent notice will be mailed (first class) to the unit owner. This notice will show the total amount due, which will include a \$5.00 late charge.

- 6) It is hereby agreed by the Board of Directors that it is in the best interest of the Association to apply any payment made to an account, first, to late charges accrued on any unpaid Maintenance Charges; secondly, to any other Fees (such as legal fees, fines for rules violations, etc.) owed because of any obligation attributable to the ownership or use of the property, Common Area or Common Area Facilities; then, payments shall begin to apply to Maintenance Charges, beginning with the oldest mounts due. In all categories of allocation, payments shall apply first to the oldest amounts due in that category until charges in that category are paid in full. Thereafter, remaining credit will apply to amounts due in the next category. The only exception to the above would be in the case of extremely delinquent amounts, whereby allocation to a certain category may leave amounts unpaid that will become uncollectible because of operation of a statute of limitations or some other provision of law.
- 7) The purpose of the above method of allocation is to collect each and every amount due and owing to the Association, while realizing that only the principal of unpaid Maintenance Charges may accrue interest or late charges payable to the Association to compensate for the delay in payment.
- 8) If payment is not received within 10 days after the delinquent notice, a Demand Letter will be mailed (certified mail, return receipt requested) to the unit owner. Such notice will show the total amount due including late charges, mail charges, and collection fees and indicate that a lien will be filed on the property if payment is not received within 15 days.
- 9) If payment is not received by the final date shown on the Demand Letter, the unpaid account will be turned over to an attorney to make demand and file a lien. A lien will be filed on the property with a copy of the lien being mailed to the unit owner by first class mail.
- 10) For the lien to be released, the owner must send a cashier's check or money order covering the assessment, late charges, collection fees, filing fees and lien release fees. Once the funds are received, a release of lien will be prepared, recorded and a copy sent to the owner.

DATE ADOPTED: 5/28/96 *h*

PAGE NUMBER: 2 of 2

SECRETARY: *Earl Patsky*
Don Wallis

RESOLUTION A-103
OF THE
BOARD OF DIRECTORS
OF THE
WILLOW BEND TOWNHOMES ASSOCIATION, INC.

At a regular meeting of the Board of Directors of the Memorial Chase Civic Improvement Association (the "Association"), which occurred on 28 May 1996, said meeting being properly called and a quorum being present, came to be heard the matter of charging actual attorneys' fees and other reasonable costs incurred by the Association to Owners who have violated the Association's restrictions, bylaws or rules.

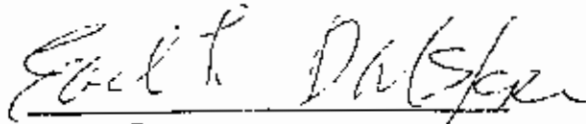
The Texas Property Code allows for such attorneys' fees and other reasonable costs to be charged to the Owner after notice and an opportunity to be heard are given under Section 204.010 (11) effective August 28, 1995.

Resolved: The Association will give ten (10) days' written notice to an Owner violating any restriction, bylaws or rule of the Association. If a request for an opportunity to be heard is received by the Association from the Owner within ten (10) days of the date of the written notice, a hearing will be scheduled before the Association's Board of Directors, such hearing to take place within thirty (30) days. After an affirmative decision by the Board of Directors, or after the expiration of the written notice, the Association and/or its Board of Directors is hereby authorized to charge all reasonable attorney's fees and other reasonable costs to the Owner of property who has violated any restriction, bylaw or rule.



Don Wallis, President

ATTEST:



Secretary

RESOLUTION A-102 REGARDING RENTERS

WILLOW BEND TOWNHOMES

Whereas, Article XI, Section 9 of the Covenants, Conditions and Restrictions states that the Association "shall require that all leases of any townhome must i) be in writing, and ii) provide that such leases are specifically subject by all respects to the provisions of the Declaration, Articles of Incorporation and By-Laws".

Therefore, BE IT RESOLVED THAT the following policies be adopted regarding rental of units at The Willow Bend Townhomes by the Board of Directors.

All leases will adhere to the Woodlands Covenants, Conditions and Restrictions. All leases will adhere to the Willow Bend Townhomes Covenants and Rules and Regulations.

All leases and Rental Information Forms will be submitted to the Association's Management Company prior to occupancy with a completed Willow Bend Townhomes Rental Information Form.

Failure by homeowners renting their units to comply with this policy will result in fines as outlined in Article X of the Rules and Regulations.

6 7 4 9 6

Date

Don Wallis

President

Earl J. Dufstler

Secretary

WILLOW BEND TOWNHOMES ASSOCIATION, INC.
RENTAL INFORMATION FORM

608-00-0670

DATE: _____

NAME: LAST FIRST M. I.

SPOUSE: LAST FIRST M. I.

CHILDREN AGES PETS
Breed, Vac Date, Age, Color

Present Address: _____ OWN? _____ RENT? _____

Home Phone # _____ Term of Lease _____ Occupancy Date _____

Emergency contact name & phone: _____

AUTOMOBILES: How many? _____ (Street parking is not allowed; please use the Townhome's garage and driveway to park vehicles; storage of vehicles may only be within a closed garage.)

Tag # _____ Make/Model/Year _____

Tag # _____ Make/Model/Year _____

Do you own any trailer, motorcycles, or trucks? _____ If so, list: _____

I/We fully understand the Rules and Regulations of the Association and agree to abide by them. Tenant acknowledges receipt of copies of the Willow Bend Townhomes Declaration, By-Laws and Rules and Regulations.

This application is in reference to _____
WILLOW BEND TOWNHOME ADDRESS

PROPERTY OWNER - SIGNATURE

TENANT - SIGNATURE

PROPERTY OWNER - SIGNATURE

TENANT - SIGNATURE

Name and telephone number of Owner's agent/manager of the Lot

Please return this application and a copy of the lease to:

WILLOW BEND TOWNHOMES ASSOCIATION, INC.
P. O. Box 7344
The Woodlands, TX 77387-7344

FILED FOR RECORD

99 DEC 29 PM 4:01

MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS



DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas

DEC 29 1999



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS