

AMENDED AND RESTATED BY-LAWS
of
CANYON GATE AT NORTHPOINTE OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 **NAME.** The name of the organization shall be **CANYON GATE AT NORTHPOINTE OWNERS ASSOCIATION, INC.**, hereinafter called the "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 **PURPOSE.** The purpose for which this non-profit Association is formed is to govern the real property under the jurisdiction of the Association, as defined in the Declaration (the "Subdivision").

2.2 **OWNER OBLIGATION.** All present or future owners, tenants, future tenants or any other person who might use the facilities of the Subdivision in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Lots (hereinafter referred to as "Lots") of the subdivision or the mere act of occupancy of any of said Lots will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITION AND TERMS

3.1 **MEMBERSHIP.** Any person on becoming an Owner of a Lot shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association, during the period of such ownership

and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership.

3.2 **VOTING.** Lot ownership shall entitle the Owner(s) to cast the following votes per Lot in the affairs of the Association. The Association shall have two (2) classes of voting membership:

- **Class A.** Class A members shall be all Owners, with the exception of Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting hereunder.
- **Class B.** The Class B member(s) shall be Developer, or its successors or assigns, 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 in time:
 - (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership including duly annexed areas; or
 - (b) on January 1, 2007.

3.3 **QUORUM.** Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of a ten percent (10%) of the votes entitled to be cast at a meeting of the members of the Association (either in person or by proxy) shall constitute a quorum.

3.4 **PROXIES.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the commencement of each meeting.

3.5 **DECLARATION.** The term Declaration as used in these By-Laws shall mean and refer to following documents and any amendments or supplements thereto:

"Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe" duly recorded under Clerk's File Number T028686 in the Real Property Records of Harris County, Texas;

"First Amendment to Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe", duly recorded under Clerk's File Number T137346 in the Real Property Records of Harris County, Texas;

"Amended and Restated Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe Section One (1) and Section Two (2)", duly recorded under Clerk's File Number T421100 in the Real Property Records of Harris County, Texas;

"Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe Section Three (3)", duly recorded under Clerk's File Number T484266 in the Real Property Records of Harris County, Texas;

"Amended and Restated Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe, Section Three 3 Section Three (3)"[sic.] duly recorded under Clerk's File Number T674543 in the Real Property Records of Harris County, Texas;

"Supplement To Declaration of Covenants, Conditions and Restrictions, Northpointe, Section 3", duly recorded under Clerk's File Number T707211 in the Real Property Records of Harris County, Texas

"Correction to Amended and Restated Declaration of covenants, Conditions and Restrictions Canyon Gate At Northpointe, Section 3", duly recorded under Clerk's File Number T729099 in the Real Property Records of Harris County, Texas;

"First Amendment To Restated Declaration of Covenants, Conditions & Restrictions Canyon Gate At Northpointe, Section 3", duly recorded under

Clerk's File Number T766317 in the Real Property Records of Harris County, Texas;

"Declaration of Covenants, Conditions and Restrictions Village At Northpointe", duly recorded under Clerk's File Number T028685 in the Real Property Records of Harris County, Texas;

"First Amendment to Declaration of Covenants, Conditions and Restrictions Villages At Northpointe", duly recorded under Clerk's File Number T137345 in the Real Property Records of Harris County, Texas;

"Amended and Restated Declaration of Covenants, Conditions and Restrictions Villages of Northpointe", duly recorded under Clerk's File Number T484265 in the Real Property Records of Harris County, Texas;

"First Amendment to Declaration of Covenants, Conditions and Restrictions Villages At Northpointe", duly recorded under Clerk's File Number T524017 in the Real Property Records of Harris County, Texas;

"Amendment To The Declaration of Covenants, Conditions and Restrictions Villages At Northpointe", duly recorded under Clerk's File Number T629873 in the Real Property Records of Harris County, Texas;

"First Amendment To Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe, Section Five (5)", duly recorded under Clerk's File Number T524016 in the Real Property Records of Harris County, Texas;

"First Amendment to Declarations of Covenants, Conditions and Restrictions Canyon Gate At Northpointe Section Five (5)", duly recorded under Clerk's File Number T623616 in the Real Property Records of Harris County, Texas;

“Amendment To The Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe, Section Five”, duly recorded under Clerk’s File Number T665679 in the Real Property Records of Harris County, Texas;

“Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe Section Six (6) *commonly referred to as Villages At Northpointe, Section Six (6)*”, duly recorded under Clerk’s File Number V809387 in the Real Property Records of Harris County, Texas;

“Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe Section Seven (7)”, duly recorded under Clerk’s File Number V837650 in the Real Property Records of Harris County, Texas;

“Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe, Section Eight (8)”, duly recorded under Clerk’s File Number V314892 in the Real Property Records of Harris County, Texas;

“Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe Section Nine (9)”, duly recorded under Clerk’s File Number V314893 in the Real Property Records of Harris County, Texas;

“Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe, Section Ten (10)”, duly recorded under Clerk’s File Number V283762 in the Real Property Records of Harris County, Texas; and

“Declaration of Covenants, Conditions and Restrictions Canyon Gate At Northpointe Section Eleven (11)”, duly recorded under Clerk’s File Number V104053 and duly refilled under Clerk’s File Number V061636 in the Real Property Records of Harris County, Texas; (the term “Declaration” as used in these By-Laws, shall also include any future Declarations filed for subdivisions annexed into the jurisdiction of the Association).

ARTICLE IV
ADMINISTRATION

4.1 **DEVELOPER CONTROL.** Notwithstanding any provision herein to the contrary, herein, and in accordance with the Declaration, LAND TEJAS DEVELOPMENT NORTHPOINTE, L.L.C., a Nevada limited liability company, (the "Developer"), shall retain control over management of the affairs of the Association for the benefit of the Lot Owners and any First Mortgagees of Record and for the purpose of insuring both a complete and orderly buildout and a timely sellout of the Lots, including any annexations until September 1, 2007, or upon the sale of seventy five percent (75%) of the Lots, or when in the sole opinion of the Developer the Subdivision is viable, self-supporting and operational (the "Developer Control Period").

4.2 **ASSOCIATION RESPONSIBILITIES.** The Association shall have the responsibility of administering the affairs of the Subdivision through a Board of Directors, as set forth in the Declaration, Articles of Incorporation of the Association and these By-Laws.

4.3 **PLACE OF MEETINGS.** All annual or special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenience place within Harris County, Texas as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 **ANNUAL MEETINGS.** Annual meetings shall be held in at such time and place as determined by the Board.

4.5 **SPECIAL MEETINGS.** It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least ten percent (10%) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

4.6 **NOTICE OF MEETINGS.** The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to the Member's last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Meeting

notices shall be mailed not less than thirty (30) days nor more than sixty (60) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. If requested, any Mortgagee of Record or its designee may be entitled to receive similar notice.

4.7 **ADJOURNED MEETING.** If any meeting of the members of the Association cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

ARTICLE V **BOARD OF DIRECTORS**

5.1 **NUMBER AND QUALIFICATION.** The affairs of this Association shall be governed by a Board of Directors composed of five (5) persons. All Directors must be Members of the Association or a representative of a corporation or other business entity that is a Member of the Association, which Directors must at all times be in good standing as defined in Section 9.1 of these By-Laws. A Member who is not in good standing is not eligible to be nominated for, elected or appointed to the Board of Directors. If a Director ceases to be a Member of the Association in good standing (or, in the case of a Director who is the representative of a corporation or other entity that is a Member, the corporation or other entity ceases to be a Member of the Association in good standing), his or her position on the Board of Directors shall cease upon the expiration of thirty (30) days from the date of written notice thereof by the Association, unless within such thirty (30) day period the Member shall be reinstated as a Member in good standing by paying all sums due the Association or enter into a payment plan approved by the Board of Directors. Should a Director that enters into a payment plan with the Association thereafter default on the payment plan, the procedure described in the prior sentence shall apply to the notification of and removal from the Board of the Directors that is in default of the payment plan.

5.2 **POWERS AND DUTIES.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Declaration directed to be exercised and done by the Owners.

5.3 **OTHER POWERS.** In addition to the powers set forth in Section 5.2 of these By-Laws and the Texas Non-Profit Corporation Act (or any successor statute), the Board shall also have the following powers:

- a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration.
- b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of the Subdivision.
- c. To keep in good order, condition and repair all of the Common Area.
- d. To fix, determine, levy and collect the annual assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the Annual Assessments subject to provisions of the Declaration and levy any and all other assessments and charges authorized by the Declaration including Special Assessments and Bulk Services charges established in the Declaration.
- e. To collect delinquent assessments by non-judicial foreclosure, suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these By-laws.
- f. To protect and defend the Subdivision from loss and damage by suit or otherwise.
- g. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness.
- h. To enter into contracts within the scope of their duties and power.
- i. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.
- j. To establish and maintain a reserve account for replacement or repair of Common Areas and Association property.
- k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Lot and to cause a complete audit of the books and accounts by a competent accountant, once each year. The

Association shall cause to be prepared annually an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any Lot Owner or First Mortgagee of a Lot, on request, within ninety (90) days following the fiscal year end of the Association.

- l. To designate the personnel necessary for the maintenance and operation of the Common Area.
- m. To exercise all powers permitted to be exercised by Board of Directors of the Association in accordance with the Texas Non-Profit Corporation Act and the Texas Property Code and in particular Section 204.010 of the Texas Property Code as it may be amended from time to time.
- n. To hire a managing agent to perform such functions for the Association or its officers as directed by the Board.
- o. To remove a Director who misses three (3) consecutive regular meetings of the Board or who ceases to be a Member of the Association in good standing, as provided in Section 5.1 of these Bylaws.

5.4 **ELECTION AND TERM OF OFFICE.** As of the date of these By-laws, there are currently five (5) Directors. Those Directors are: Al Brende, Susan Brown, Scott Beard, B. J. Weidenfeld and Gloria Willis. The terms of office of Directors Beard, Weidenfeld and Willis expire at the 2003 annual meeting. The terms of office of Directors Brende and Brown expire at the 2004 annual meeting. In order to properly stagger the terms of office of the Directors, at the 2003 annual meeting two (2) Directors shall be elected for a three (3) year term of office and one (1) Director shall be elected for a two (2) year term of office. At the 2004 annual meeting, two (2) Directors shall be elected for a three (3) year term of office. At every annual meeting thereafter replacements shall be elected to replace those Directors whose terms are expiring thereat for a term of three (3) years.

5.5 **VACANCIES.** Vacancies on the Board of Directors caused by any reason, other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his or her predecessor.

RP 012-22-1698

5.6 **REMOVAL OF DIRECTORS.** At any special meeting duly called for the purpose of removing one (1) or more Directors, any one (1) or more of the Directors (as set forth in the notice of the special meeting) may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 **ORGANIZATION MEETING.** The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place (within Harris County, Texas) as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.8 **REGULAR MEETINGS.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, electronic mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.9 **SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the President or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, electronic mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 **WAIVER OF NOTICE.** Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 **BOARD OF DIRECTOR'S QUORUM.** At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the

acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

5.12 **FIDELITY BONDS.** The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE VI **OFFICERS**

6.1 **DESIGNATION.** The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors.

6.2 **ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 **REMOVAL OF OFFICERS.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose. A Director may only be removed from a Director's position (versus as an Officer), as provided in Sections 5.3 and 5.6 of these Bylaws.

6.4 **PRESIDENT.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of both the Association and the Board of Directors. The President shall have all the general powers and duties which are usually vested in the office of president an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. The President, or his or her designated alternate, shall represent the Association at all meetings of the Association.

6.5 **VICE-PRESIDENT.** The Vice-President shall perform all of the duties of the President in the President's absence and such other duties as may be required of the Vice-President from time to time by the Board of Directors.

6.6 **SECRETARY.**

- a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all the duties incident to the office of the Secretary.
- b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 **TREASURER.** The Treasurer or the Treasurer's designated agent (as approved by the Board of Directors) shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors' provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him or her by the Board of Directors.

ARTICLE VII
MANAGEMENT CONTRACT

7.1 **MANAGEMENT CONTRACT.** All agreements with management companies shall be in writing and shall contain a provision permitting the Association to terminate the contract on thirty (30) days written notice, with or without cause.

ARTICLE VIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 **INDEMNIFICATION.** The Association shall indemnify every Director or officer, the Director's heirs, executors and administrators, against all loss, cost and expense, including

RP 012-72-1701

counsel fees, reasonably incurred by the Director in connection with any action, suit or proceeding to which the Director may be made a party by reason of the Director being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of the Director's duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of the Declaration for the Association as a Member or Owner of a Lot covered thereby.

The Association shall obtain, and at all times maintain, as a common expense, policies of Directors and Officers Liability Insurance to fund this provision in the event of a loss.

ARTICLE IX **OBLIGATIONS OF THE OWNERS**

9.1 **ASSESSMENTS.** All Owners shall be obligated to pay the annual assessments and other assessments and charges imposed by the Association as defined in the Declaration. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if the Member is current in the assessments made or levied against the Member and the Lot the Members owes.

9.2 **GENERAL.**

- a. Each Owner shall comply strictly with the provisions of the Declaration, Articles of Incorporation and Bylaws of the Association as well as any rules and regulations and policy resolutions adopted by the Board of Directors.
- b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Subdivision was built.

9.3 USE OF COMMON AREAS. Each Owner in good standing may use the Common Area in accordance with the purposes for which they were intended as defined by the Board of Directors as defined in Section 9.1.

ARTICLE X
AMENDMENTS TO BY-LAWS

10.1 **BY-LAWS.**

- a. After expiration of the Developer Control Period, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by majority of members in attendance (in person or by proxy) that are eligible to vote at such meeting. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.
- b. Until expiration of the Developer Control Period of the Association these By-Laws may be unilaterally amended by the Board of Directors of the Association.

ARTICLE XI
MORTGAGES

11.1 **NOTICE OF UNPAID ASSESSMENTS.** The Association shall, at the request of a Mortgagee of a Lot, report any unpaid assessments due from the Owner of such Lot.

ARTICLE XII
NON-PROFIT ASSOCIATION

12.1 **NON-PROFIT PURPOSE.** This Association is not organized for profit. No Member of the Board of Directors may receive any property or funds of the Association and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, that any Member of the Board of Directors may, from time to time, be reimbursed for the Director's actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIII
PRINCIPAL OFFICE

13.1 **ADDRESS.** The principal office of the Association may be located at such suitable and convenient place as determined by the Board of Directors from time to time.

ARTICLE XIV
EXECUTION OF INSTRUMENTS

14.1 **AUTHORIZED AGENTS.** The persons who shall be authorized to execute any and all instruments of conveyance or encumbrance, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XV
CORPORATE SEAL

15.1 **CORPORATE SEAL.** The Directors shall provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Association.

ARTICLE XVI
DEFINITIONS OF TERMS

16.1 **DEFINITION OF TERMS.** The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration, as the same may be amended from time to time, recorded in the Official Public Records of Real Property of Harris County, Texas.

HP 012-72-1703

FILED
2005 OCT 14 PM 2:37
CLERK OF COUNTY CLERK
HARRIS COUNTY, TEXAS

CERTIFICATE OF SECRETARY
to
AMENDED AND RESTATED BY-LAWS
of
CANYON GATE AT NORTHPOINTE OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

I, Susan Brown, Secretary of Canyon Gate at Northpointe Owners Association, Inc., a Texas non-profit corporation (the "Association"), do hereby certify that the above and foregoing By-Laws are a true and correct copy of the By-Laws of the Association as of the date of this Certificate.

TO CERTIFY WHICH WITNESS my hand on this 3rd day of September 2003.

**CANYON GATE AT NORTHPOINTE
OWNERS ASSOCIATION, INC.**

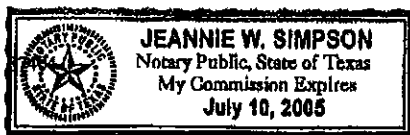
By: *Susan Brown*
Susan Brown, Secretary

RECORDER'S MEMORANDUM:
at the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Susan Brown, Secretary of Canyon Gate at Northpointe Owners Association, Inc. 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, and in the capacity therein expressed. Given under my hand and seal of office on this 3rd day of September, 2003.

Jeannie W. Simpson
Notary Public in and for the State of Texas



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT 14 2005



Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP 012-72-1704

CANYON GATE AT NORTHPOINTE OWNERS ASSOCIATION, INC.
FIRST AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On April 19, 2018, a majority of the Board of Directors of Canyon Gate at Northpointe Owners Association, Inc. (the "Association"), a Texas Non-Profit Corporation pursuant to Chapter 22 of the Texas Business Organizations Code, voted to adopt the following First Amendment to the By-Laws of the Association:

WHEREAS, on or about September 3, 2003, the Association caused to be adopted that certain document titled Amended and Restated By-Laws of Canyon Gate at Northpointe Owners Association, Inc., a Texas Non-Profit Corporation; and

WHEREAS, Section 209.00593(a) of the Texas Property Code ("Code") provides that any board member whose term has expired must be elected by owners who are members of the property owners' association; a board member may be appointed by the board to fill a vacancy on the board; a board member appointed to fill a vacant position shall serve for the remainder of the unexpired term of the position; and

WHEREAS, the Association has from time-to-time had difficulty establishing a quorum at annual meetings, thereby potentially preventing the Association from having a proper election of Directors; and

WHEREAS, Section 209.00593(b) of the Code provides that a board of a property owners' association may amend the bylaws of the property owners' association to provide for elections to be held as required by Subsection 209.00593(a) of the Code; and

WHEREAS, it is the desire of the Board of Directors to amend the By-Laws to ensure that elections occur during Annual Meetings.

NOW THEREFORE, BE IT RESOLVED THAT, in consideration of the above factors and others, Canyon Gate at Northpointe Owners Association, Inc., acting through the Board of Directors, hereby adopts the following Amendment to the By-Laws:

ARTICLE III DEFINITION AND TERMS, Section 3.3. **QUORUM**, is hereby amended to read as follows:

3.3 **QUORUM.** For a meeting of the members at which a Director or Directors will be elected, the members present in person or by proxy at the meeting shall constitute a quorum for the purpose of conducting elections. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of ten percent (10%) of the votes entitled to be cast at a meeting of the members of the Association (either in person or by proxy) shall constitute a quorum.

000007-0107-11

IN WITNESS WHEREOF, the undersigned, being the President of the Association, hereby executed this document acknowledging that the forgoing Amendment to the By-Laws was approved by a majority of a quorum of the Board of Directors present in person at a regular meeting of the Board of Directors held on April 19, 2018.

The undersigned has been duly authorized to execute and deliver this instrument.

Executed on this the 20 day of April, 2018.

CANYON GATE AT NORTHPOINTE
OWNERS ASSOCIATION, INC

Lee A. Stubbert
Lee A. Stubbert, President

THE STATE OF TEXAS

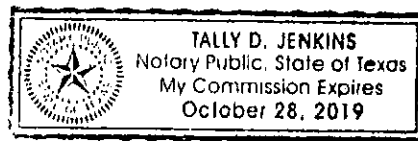
§
§
§

ACKNOWLEDGMENT

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this the 20th day of April, 2018, personally appeared LEE STUBBERT, President of Canyon Gate at Northpointe Owners Association, Inc., 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 purpose and in the capacity therein expressed.

Tally D. Jenkins
Notary Public in and for the State of Texas



RECORDED BY:

BSG | SEARS
BENNETT
& GERDES, LLP
6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

000007-0107-11

RP-2018-299338
Pages 3
07/03/2018 12:19 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$20.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

11 720 10740000