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Notice
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**NOTICE OF DEDICATORY INSTRUMENT
FOR
COMMONWEALTH SQUARE HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Managing Agent of Commonwealth Square Homeowners Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code ("the Association"), hereby certifies as follows:

1. Subdivision: The Subdivision to which the Notice applies is described as follows:

Van Buren Avenue Townhomes, an addition in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Clerk's File No. V000233 and Film Code No. 475070, of the Map Records of Harris County, Texas.

Marconi Avenue Townhomes, an addition in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Clerk's File No. V014514 and Film Code No. 476056, of the Map Records of Harris County, Texas.

La Rue Street Townhomes, an addition in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Clerk's File No. V925512 and Film Code No. 517077, of the Map Records of Harris County, Texas.

Joe Annie Street Townhomes, an addition in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Clerk's File No. V925511 and Film Code No. 517073, of the Map Records of Harris County, Texas.

2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Subdivision, the amendment(s) to such document(s), and the recording information for such document(s) are as follows:

a. Documents:

- (1) Master Declaration of Covenants and Restrictions for Commonwealth Square.
- (2) First Supplemental Declaration of Covenants and Restrictions for Commonwealth Square (Annexing Marconi Avenue Townhomes).

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- (3) Second Supplemental Declaration of Covenants and Restrictions for Commonwealth Square (Annexing La Rue Street Townhomes and Joe Annie Street Townhomes).
- (4) First Amendment to Master Declaration of Covenants and Restrictions for Commonwealth Square.

b. Recording Information:

- (1) Harris County Clerk's File No. V002497.
- (2) Harris County Clerk's File No. V019682.
- (3) Harris County Clerk's File No. V937042.
- (4) Harris County Clerk's File No. V528943.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2, above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Harris County, Texas:

a. Documents.

- (1) Access, Utility, Telecommunications, Landscaping, Irrigation, Fences and Mail Boxes Easement (Van Burn Avenue Townhomes).
- (2) Commonwealth Square Homeowners Association, Inc. Architectural Control Guidelines for The Modifications Committee.

b. Recording Information.

- (1) Harris County Clerk's File Number V064340.
- (2) Harris County Clerk's File Number V064341.

4. Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above and the Other Dedicatory Instruments identified in Paragraph 3 above, the following documents are Dedicatory Instruments governing the Association:

- a. By-Laws
- b. Articles of Incorporation

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instrument attached to this Notice are true and correct copies of the originals.

**COMMONWEALTH SQUARE
HOMEOWNERS ASSOCIATION, INC.**

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Principal Management Group of Houston

By:

Winifred O. Collins
Winifred O. Collins, Managing Agent

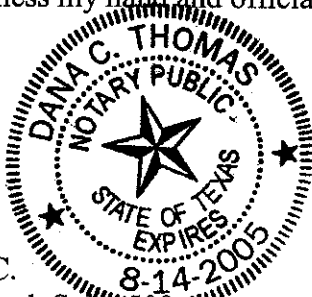
THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Winifred O. Collins, managing agent of Commonwealth Square Homeowners Association, Inc., 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 purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 4th day of October 2004, to certify which witness my hand and official seal.



Dana C. Thomas
Notary Public in and for the State of Texas

Return to: ✓✓
Butler & Hailey, P.C.
1616 South Voss Road, Suite 500
Houston, Texas 77057

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MAR 10 2001

**ARTICLES OF INCORPORATION OF
COMMONWEALTH SQUARE HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being a natural person of the age of eighteen (18) years or more, and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, adopt the following Articles of Incorporation for COMMONWEALTH SQUARE HOMEOWNERS ASSOCIATION, INC., (the "Association").

**I.
CORPORATE NAME**

The name of the corporation is COMMONWEALTH SQUARE HOMEOWNERS ASSOCIATION, INC.

**II.
CORPORATE ADDRESS AND AGENT**

The street address of the Association's initial registered office is 9000 Gulf Freeway, Third Floor, Houston, Texas, 77017, and the name of its initial registered agent at such address is John R. Krugh.

**III.
CORPORATE STATUS**

The Association is a non-profit corporation. The Association is not formed for pecuniary profit. No part of the income or assets of the Association is distributable to or for the benefit of its members, directors, or officers, except to the extent permissible under law.

**IV.
PURPOSES AND POWERS OF THE ASSOCIATION**

The Association is formed for the purposes of providing for community, civic, and social welfare of the owners, residents, and occupants of the land which may at any time, and from time to time, be subject to certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), Supplemental Restrictions or Annexation Agreements to be recorded in the Official Public Records of Real Property of Harris County, Texas, and to promote the health, safety, and welfare of the owners, residents, and occupants, and for these purposes to:

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- a. provide and maintain the common areas, facilities, and services of overall benefit to owners, residents, and occupants of the land subject to the jurisdiction of the Association, including, but not by way of limitation, maintenance of the common areas, conveyed to or owned by the Association and other services, facilities and activities as may be in the community's interest.
 - b. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration;
 - c. fix, levy, collect, and enforce payment by the lawful means of all assessments pursuant to the terms of the Declaration;
 - d. pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, and governmental charges levied or imposed against the property of the Association;
 - e. 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 interests in and to real or personal property in connection with the affairs of the Association;
 - f. borrow money and with the approval of a majority of the votes of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;
 - g. dedicate, sell, or transfer all, or any part, of the parks, common area, and facilities owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; provided that no conveyance of any parks, common area, or facilities other than the granting of utility easements shall be permitted except to a public entity established for purposes similar to the Association or which shall be dedicated to the preservation of community purposes and interest and which is capable of maintaining and agreeing to maintain the same; and further provided that any dedication, sale, or transfer other than for utility easements shall be approved by a 2/3 majority of the votes in the Association;
 - h. participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any

merger or consolidation shall be approved by a 2/3 majority of the votes in the Association;

- i. establish and enforce rules and regulations governing the use, operation, maintenance, control and disposition of property to which the Association holds title or to which control is vested in the Association; and
- j. exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law now or hereafter may have or exercise; provided that none of the objects or purposes set out in these Articles shall be construed to authorize the Association to do any act in violation of the Texas Non-Profit Corporation Act, and all such objects or purposes are subject to the Act.

V. MEMBERSHIP

Every person or entity who is a record owner of fee simple title to any property subject to assessment by the Association shall be a member of the Association. Persons or entities who hold an interest in any property subject to assessment merely as security for the performance of any obligation shall not, however, be members. Membership shall be appurtenant to and may not be separated from property ownership, which shall be the sole qualification to be a member.

VI. VOTING RIGHTS

Votes in the Association shall be assigned on the basis of Townhome Sites which shall be defined as the portion of the Property, on which a Dwelling Unit is, or will be, situated.

For as long as Class B votes shall continue to exist, there shall be two classes of votes in the Association, as follows:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Townhome Site in which they hold the interest required for membership. When more than one person holds such interest or interests in any Townhome Site, all such persons shall be Members, and the vote for such Townhome Site shall be exercised as they, among themselves,

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determine, but in no event shall more than one vote be cast with respect to any such Townhome Site.

CLASS B. The Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Townhome Site owned by the Class B Member(s). However, at such times as the total number of Townhome Sites owned by the Class A Members equals or exceeds three (3) times the total number of Townhome Sites owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one (1) vote for every Townhome Site owned by it. Unless Additional Property is subjected to the terms of this Declaration in accordance with the provisions of Section 2.4, from and after January 1, 2005, (as subsequently amended, the "Voting Conversion Date"), the Class B Member(s) shall only be entitled to one (1) vote for each Townhome Site owned by it regardless of the number of Townhome Sites owned by the Class B Member(s) at such time. In the event Additional Property is subjected to this Declaration in accordance with Section 2.4, then the Supplemental Declaration, annexing such Additional Property shall designate a new Voting Conversion Date.

VII. DURATION

The Association shall exist perpetually.

VIII. DISSOLUTION

The Association may be dissolved upon approval by 2/3 majority of the total votes in the Association. 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. If dedication is refused, the assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

IX. BOARD OF DIRECTORS

Section 1. The number of Directors constituting the Board of Directors of the Corporation and their qualifications shall be fixed or determined by, or in the manner

provided in, the Bylaws of the Corporation, except that the initial Board of Directors shall be established in accordance with Section 3 below.

Section 2. The number of Directors may be increased or decreased from time to time by the manner provided in the Bylaws, except that no decrease shall have the effect of shortening the term of any incumbent Directors. In the absence of a Bylaw providing for the number of Directors, or should the corporation fail to determine the number of Directors in the manner provided in the Bylaws, the number shall be the same as the number of Directors constituting the initial Board of Directors.

Section 3. The initial Board of Directors shall consist of three (3) Directors. The names and addresses of the persons hereby elected to serve as Directors of the Corporation until the first Board of Directors is elected by the Members, or until a successor or successors shall have been elected and qualified, are:

<u>NAME</u>	<u>ADDRESS</u>
S. Bradley Todes	P. O. Box 34306 Houston, TX 77234
Megan Sigler	P. O. Box 34306 Houston, TX 77234
Gordon Wakefield	P. O. Box 34306 Houston, TX 77234

**X.
INDEMNIFICATION**

The Association shall indemnify any person who was, or is, threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person: (i) is, or was, a Director or officer of the Association; or (ii) while a Director or officer of the Association is, or was, serving at the request of the Association as a trustee, officer partner, venturer, proprietor, Director, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director under the Texas Non-Profit Association Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Association expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Non-Profit Association Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may, at any time

594-22-2584

thereafter, bring suit against the Association to recover the unpaid amount of the claim. And if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Texas Non-Profit Association Act, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or any committee thereof, special legal counsel, or members, if any) to have made its determination prior to the commencement of such action that indemnification, or advancement of costs of defense to, the claimant is permissible in the circumstances, nor an actual determination by the Association (including its Board of Directors, or any committee thereof, special legal counsel, or members, if any) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of that person's heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members, if any, or Directors, agreement, or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article shall extend to proceedings involving the negligence of such persons. The Association may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Association may purchase and maintain insurance on behalf of any person who is serving the Association (or another entity at the request of the Association) against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability under this Article or by statute. Notwithstanding the foregoing, no person shall be indemnified pursuant to the provisions of this Article and no insurance may be maintained on behalf of any person if such indemnification or maintenance of insurance would subject the Association or such person to income or excise tax under the Internal Revenue Code of the United States as in effect from time to time, including any tax asserted under Chapter 42 of the Code. As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE XI DIRECTOR LIABILITY

To the fullest extent permitted by applicable law, no Director of the Association shall be liable to the Association for monetary damages for an act or omission in such Director's capacity as a Director of the Association, except that this paragraph shall not

eliminate or limit the liability of a director of the Association to the extent the Director is found liable for any of the following:

- a. A breach of such Director's duty of loyalty to the Association;
- b. An act or omission not in good faith that constitutes a breach of duty of the Director to the Association, or an act or omission that involves intentional misconduct or a knowing violation of the law;
- c. A transaction from which such Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such Director's office; or
- d. An act of omission for which the liability of such Director is expressly provided for by statute.

Any repeal or amendment of this Article by the Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Association existing at the time of such repeal or amendment. In addition to the circumstances in which a Director of the Association is not personally liable as set forth in the foregoing provisions, a Director shall not be liable to the Association to such further extent as permitted by applicable any law hereafter enacted, including without limitation, any subsequent amendments of the Texas Miscellaneous Association Laws Act or the Texas Non-Profit Association Act.

ARTICLE XII BY LAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation and the Declaration. Those Bylaws may be amended by the Class B Members on their own motion from the date hereof until termination of the Class B membership on the Conversion Date. Alternatively, the Bylaws may be amended at a regular or special meeting of the Members by a vote of the Members holding a majority of the votes of the Class A Members that are present in person or by proxy and the assent of the Class B Members, if any.

ARTICLE XIII

The Association is a non-profit corporation, without capital stock, organized solely for the purposes specified in Article IV; and no part of the Association's property, whether income or principal, shall ever inure to the benefit of, or be distributable to, any Director, officer, or employee of the Association, or of any individual having a personal or private interest in the activities of the Association, nor shall any such Director, officer,

employee, or individual receive or be lawfully entitled to receive any profit from the operations of the Association except a reasonable allowance for salaries or their compensation for personal services actually rendered in carrying out one or more of its stated purposes.

**XIV.
INCORPORATOR**

The name and address of the incorporator is:

S. Bradley Todes
P. O. Box 34306
Houston, TX 77234

ACCEPTANCE

I, the undersigned, being the sole incorporator of this corporation, have executed these Articles of Incorporation on this the 13th day of March, 2001, for the purpose of forming this corporation under the laws of the State of Texas.



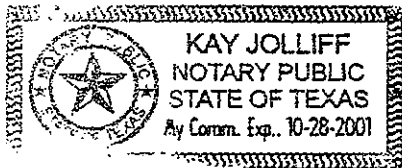
S. Bradley Todes

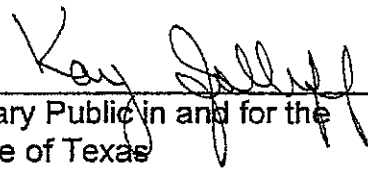
THE STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared, S. BRADLEY TODES, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, has declared that the statements therein are true and correct.

Given under my hand and seal on the 13 day of March, 2001.





Notary Public in and for the
State of Texas

Seal Showing Name and
Commission Expiration

594-22-2586

V078481

CHICAGO TITLE
GF Courtesy
ETC-DT

By *[Signature]*

BYLAWS OF
COMMONWEALTH SQUARE HOMEOWNERS ASSOCIATION, INC.

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[Signature]

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[Signature]

I.
NAME AND LOCATION

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The name of the corporation is COMMONWEALTH SQUARE HOMEOWNERS ASSOCIATION, INC. Meetings of members and directors may be held at such places as may be designated by the Board of Directors.

II.
DEFINITIONS

The following words shall have meanings as assigned to them:

1. **Association:** Commonwealth Square Homeowners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas and its successors and assigns.
2. **Board:** The duly elected Board of Directors of the Association.
3. **Common Area:** All real property owned in fee or held by easement by the Association for the exclusive common use and enjoyment of the Owners, including areas designated by Declarant to be conveyed by Deed or Easement to the Association.
4. **Declarant:** Perry Homes, a Joint Venture, and its successors and assigns.
5. **Declaration:** The Declaration of Covenants, Conditions and Restrictions applicable to the Property, recorded in the Official Public Records of Real Property of Harris County, Texas.
6. **Dwelling Unit:** The unit of Property subject to assessment pursuant to the terms of this document and the Declaration by which votes in the Association are assigned and assessments are levied, as fully described in the Declaration.
7. **Election Date:** "Election Date" shall mean the earliest of the dates when (i) Declarant shall have sold all of its Townhouse Sites; (ii) five (5) years have lapsed from the date of the recordation of the Declaration; or (iii) Declarant by written notice to the Board of Directors notifies the Association of Declarant's election to cause the Election Date to occur.
8. **Member:** Those persons entitled to membership in the Association as provided in the Articles of Incorporation of the Association.

594-22-2507

9. **Owner:** The record owner, whether one or more persons or entities, of fee simple title to any land subject to assessment by the Association, but excluding those having such interest merely as security for the performance of any obligation.

10. **Property:** The property described in Exhibit "A" attached hereto and any other lands which may hereafter be made subject to the Déclaration and the jurisdiction of the Association.

III. MEETINGS OF MEMBERS

1. **Annual Meetings:** The first annual meeting of the Members shall be held on a date selected by the Board upon fifteen (15) days prior written notice to the Members, and each subsequent regular annual meeting of the Members shall be held within thirty (30) days of the anniversary date of the last annual meeting, on a day and at a time and place to be selected by the Board.

2. **Social Meetings:** Special meetings of the Members may be called at any time by the President, the Board, or upon written request executed on behalf of one-fourth (1/4) of the votes in the Association.

3. **Notice of Meetings:** Except as to the first annual meeting, notice of each annual meeting shall be posted in a conspicuous place within the boundaries of the Property. Written notice of each special meeting shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of the notice, postage prepaid, at least fifteen (15) days before the meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice shall state the place, hour, and purpose of the meeting.

4. **Quorum:** The presence at any meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If the required quorum is not 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 previous meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. **Proxies:** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, filed with the Secretary, revocable, and

automatically expire upon conveyance by the Member of the property subject to assessment by the Association.

IV.

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

1. **Number:** The affairs of this Association shall be managed by a Board of three (3) Directors, none of whom need be Members of the Association or residents of the Property. Declarant may, at anytime that it has majority vote of the Association, expand the number of Directors from three to five. Once the Board has been expanded by the Declarant, it may not be reduced back to three without an approved Bylaw amendment.

2. **Term of office:** The initial Board of Directors has been designated in the Article of Incorporation. The initial Board of Directors shall serve until the first Board of Directors is elected by the Members after the Election Date. If a vacancy occurs in the initial Board of Directors, such vacancy shall be filled by the Declarant until the Election Date. If a vacancy occurs on the Board of Directors after the Election Date, the vacancy may be filled by the remaining directors then in office, though less than a quorum. At the first annual meeting of the Members held after the Election Date, the Members shall elect three Directors; one Director for a term of one (1) year and two Directors for a term of two (2) years. At each annual meeting thereafter, the Members shall elect Directors for a term of two (2) years in the number required to maintain the membership of the Board.

3. **Removal:** Any Director may be removed from the Board, with or without cause, by two-thirds (2/3) of the votes in the Association. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining Directors and shall serve for the unexpired term of the predecessor.

4. **Compensation:** No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expense incurred in the performance of duties as a Director.

V.

NOMINATION AND ELECTION OF DIRECTORS

1. **Nomination:** After the Election Date, nominations for election to the Board shall be made by a Nominating Committee and may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman who shall be a Director, and two or more other persons. The Nominating Committee shall be appointed by the President prior to each annual meeting, to serve from the close of that annual meeting until the close of the next annual meeting and shall make as many

594-22-2518

nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-members.

2. **Election:** Election to the Board may be by secret written ballot or by voice vote, as determined by the President or such other officer as may preside over the meeting. At the election the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declaration. The persons receiving the largest number of votes shall be elected.

VI. MEETINGS OF DIRECTORS

1. **Regular Meetings:** Regular meetings of the Board shall not be held less than annually and, as determined by the Board, at such place and hour as may be fixed by resolution of the Board.

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

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 present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

4. **Action Taken Without a Meeting:** The Directors may take any action in the absence of a meeting which they could take at a meeting if a consent in writing setting forth the action taken, shall be signed by all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. **Powers:** The Board shall have power to:
 - a. Manage the Common Area and Association facilities for the benefit of the Members; adopt and publish rules governing their use and the personal conduct of the Members and their tenants, occupants, and guests while using the Common Area and facilities; negotiate and enter into contracts with Associations or entities outside this Association for the paid use of any recreational or other amenity facilities owned or

managed by this Association; and establish penalties for the infraction of the rules and regulations, all at the Board's discretion; and

- b. suspend a Member's voting rights and right to use the Common Area during any period in which the Member is in default in the payment of any assessment levied by the Declaration or the Association. These rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; and
- c. exercise on behalf of the Association all powers, duties, and authority vested in, or delegated to, the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declarant; and
- d. declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board or four (4) Board meetings within one (1) year; and
- e. employ a manager, an independent contractor, or other employees as deemed necessary and prescribe their duties; and
- f. provide and maintain, to the extent determined appropriate by the Association, the Common Area, Association facilities, and services of overall benefit to the owners, residents, and occupants in general, including, but not by way of limitation, maintenance of the Common Area, easements conveyed to the Association; maintenance of the rights of way of the major thoroughfares, highways, parkways, and county flood control areas that are within or adjacent to the boundaries of the Property; police and security services; emergency medical service; fire protection; mosquito control; garbage and refuse collection; recreational programs and facilities; and other services, facilities, and activities as may be in the community's interest; and
- g. maintain the street right of and esplanades within the right of ways; and
- h. contract for other services as deemed necessary by the Board.

594-22-2511

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

- a. cause to be kept a complete record of all its acts and corporate affairs and present a statement of the record to the Members at the annual meeting of the Members, or at any special meeting when a statement is requested in writing by one-fourth (1/4) of the votes in the Association; and
- b. supervise all officers, agents, and employees of this Association and see that their duties are properly performed; and
- c. as more fully provided in the Declaration:
 - (1) fix the amount of the annual assessment against each Dwelling Unit at least thirty (30) days in advance of each annual assessment period; and
 - (2) initiate a vote to approve special assessments when determined necessary by the Board; and
 - (3) levy enforcement assessments when necessary; and
 - (4) send written notices of each assessment to every Owner subject to the assessment; and
 - (5) enforce payment, by all lawful means available, of all assessments which are not paid within thirty (30) days after the due date.
- d. Issue, or 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 the certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of such payment; and
- e. indemnify its Directors, officers, employees, and agents to the full extent permitted by the laws of the State of Texas; and

594-22-2512

- f. procure and maintain adequate liability and hazard insurance, including Director and Officer Liability coverage, for the Association, the Board, and that property owned by the Association that the Association determines should be insured; and
- g. cause all officers or employees having fiscal responsibilities to be bonded, as deemed appropriate; and
- h. accept conveyance of the Common Area by Declarant and thereafter cause the Common Area and the facilities on the Common Area to be maintained; and
- i. administer the use restrictions of the Declaration.

**VIII.
OFFICERS AND THEIR DUTIES**

1. **Enumeration of Officers.** The officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board shall determine. The offices of Secretary and Treasurer may be held by the same Director. All officers shall at all times be members of the Board.

2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

3. **Term.** The term of each office shall be one (1) year and officers shall hold office for one year and until their successors are qualified, unless unable to do so by reason of resignation, removal, or disqualification.

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

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

6. **Duties.** The duties of the officers are as follows:

- 594-22-2514
- a. **President.** The President shall preside at all meetings of the Board; see that orders and resolutions of the Board are carried out; and have authority to sign all leases, contracts, mortgages, promissory notes, deeds, and other written instruments on behalf of the Association.
 - b. **Vice President.** The Vice President shall act in the place of the President in the event of absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required by the Board.
 - c. **Secretary.** 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 on all papers requiring the seal; give notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses.
 - d. **Treasurer.** The Treasurer shall supervise the receipt and depositing in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board; have authority to sign approved promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a competent accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the Members; and perform such other duties as required by Board.

IX. COMMITTEES

The Board shall appoint a Modification Committee as provided in the Declaration, a Nominating Committee as provided in these Bylaws, and other committees as deemed appropriate in carrying out its purposes.

X. BOOKS AND RECORDS

The books, records, and papers of the Association shall, at all times during reasonable business hours and upon adequate notice, be subject to inspection by any

Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be made available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

XI. ASSESSMENTS

As more fully provided in the Declaration, each Dwelling Unit is subject to annual, special, and enforcement assessments which are secured by a continuing and contractual 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 highest rate of interest provided by applicable law, and the Association may either bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the costs of collection of any enforcement action, including reasonable counsel fees, shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Area or abandonment of the property subject to assessment or any other means.

XII. APPEALS

1. **Right of Appeal.** Any decision of the New Construction or Modification Committee, or any other committee appointed by the Board, may be appealed, provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of the committee until the Board amends or reverses the committee's decision.

2. **Appeals Petitions.** Appeals petitions shall be legibly written and shall be submitted in a form satisfactory to the Board.

3. **Hearing.** Any Member filing an appeal shall be entitled to a hearing before the Board upon at least seven (7) days prior written notice to all interested parties.

4. **Decisions.** Following the hearing, the Board may, by majority vote of a quorum, uphold the decision of the committee in its entirety, amend the decision, or overturn the decision.

5. **Further Action.** A Member shall exhaust all available remedies as provided in the Bylaws or the Declaration before the Member may resort to a court of

law for relief from any committee decision. This limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.

**XIV.
MISCELLANEOUS**

1. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

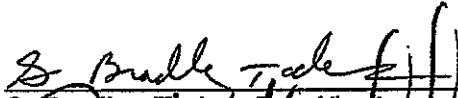
2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall be superior; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall be superior.

3. Any notice required to be sent to any Member pursuant to these Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of the mailing.

**XV.
AMENDMENTS**

These Bylaws may be amended at any duly called meeting of the Members by a vote of a majority of a quorum of the votes present in person or by proxy. Any proposed amendments to these bylaws must be duly noticed to the membership per meeting notice requirements found in Article III, Section 3, of these Bylaws.

We, all being Directors of the Association, have executed these Bylaws on the 14th day of May, 2001.



S. Bradley Todes, President



Gordon Wakefield, Vice President



Megan Sigler, Treasurer/Secretary

594-22-2516

EXHIBIT "A"

Van Buren Avenue Townhomes, an addition in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Clerk's File No. V000233 and Film Code No. 475070 of the Map records of Harris County, Texas.

Marconi Avenue Townhomes, an addition in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Clerk's File No. V014514 and Film Code No. 476056 of the Map records of Harris County, Texas.

594-22-2517

Corporate Secretary's Certificate

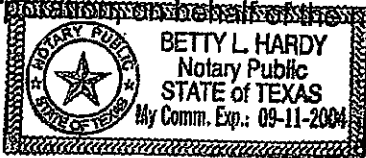
I, Megan Sigler, Corporate Secretary and Treasurer of the Commonwealth Square Homeowners Association, Inc. ("Association"), hereby certify that the attached document is an original or true and correct copy of the Bylaws of the Association.

By: Megan Sigler
Megan Sigler, Corporate Secretary/Treasurer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 14th day of May, 2001 by Megan Sigler, Corporate Secretary and Treasurer of Commonwealth Square Homeowners Association, Inc., a Texas non-profit corporation on behalf of the non-profit corporation.



Betty L. Hardy
Notary Public in and for the State of Texas

Seal Showing Name and Commission Expiration

AFTER RECORDING, RETURN TO:

S. Bradley Todes
Commonwealth Square Homeowners Association, Inc.
P.O. Box 34306
Houston, Texas 77234

L:\HOA\Corp. Sec. Certif.CommonwealthSq.doc

04 OCT 15 PM 3:23

FILED

COUNTY CLERK
HARRIS COUNTY, TEXAS

001 MAY 29 PM 1:38
FILED
COUNTY CLERK
HARRIS COUNTY, 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
MAY 29 2001
COUNTY CLERK
HARRIS COUNTY, TEXAS

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.

8152-22-15518

594-22-2519

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 15 2004



Beverly L. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS