



Dianne Wilson
Dianne Wilson, County Clerk
Fort Bend County Texas
Pages: 36 Fee: \$ 163.25

20120421338
09/13/2012 ER \$152.00

NOTIC
E

CERTIFICATE OF ADOPTION

THE STATE OF TEXAS
COUNTIES OF HARRIS
AND FORT BEND

§
§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, that certain Declaration of Protective Covenants for Cinco Ranch Residential Property (as supplemented and amended, the "Original Declaration") dated July 18, 1990, was executed by American General Realty Investment Corporation, a Texas corporation and was recorded in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. M762225 and in the Office of the County Clerk of Fort Bend County, Texas, under Clerk's File No. 9036032 and subjects the real property described therein (such real property together with additional real property described in Supplemental Declarations or other instruments encumbering additional real property with the Original Declaration being collectively called the "Properties") to the covenants, conditions, restrictions, easements, charges and liens set forth in the Original Declaration; and

WHEREAS, the Cinco Residential Property Association, Inc., a Texas non-profit corporation (the "Association") is the property owners' association for the Properties pursuant to the Original Declaration; and

WHEREAS, the Association had adopted By-Laws of the Association (as supplemented and amended, the "Original By-Laws"); and

WHEREAS, Article VI, Section 6 of the Original By-Laws provides that the Original By-Laws may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Members (as defined in the "Original Declaration"), now called Voting Representatives (as defined in the Amended and Restated Declaration of Protective Covenants for Cinco Ranch Residential Property [the "Amended and Restated Declaration"] and herein called "Voting Representatives") representing seventy-five (75%) percent of the total Class "A" votes in the Association and the consent of the Class "B" member in the Association, so long as such membership exists; and

WHEREAS, Class "B" membership in the Association has expired; and

WHEREAS, Article VI, Section 6 of the Original By-Laws requires amendments to the By-Laws to be recorded in the public records of Harris County, Texas and Fort Bend County, Texas; and

WHEREAS, Voting Representatives representing at least seventy-five percent (75%) of the total votes in the Association desire to amend and restate the Original By-Laws;

NOW, THEREFORE, in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the

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undersigned Voting Representatives, representing at least seventy-five percent (75%) of the total votes in the Association, do hereby amend and restate the Original By-Laws, effective as of the date of recording this document in the public records of Harris County, Texas, as is set forth in the Amended and Restated By-Laws of Cinco Residential Property Association, Inc., attached hereto (hereinafter called the "By-Laws) which shall (i) take the place of the Original By-Laws, (ii) be binding upon all parties having or acquiring any right, title or interest in any of the Properties and; (iii) inure to the benefit of each Owner (as defined in the Amended and Restated Declaration) thereof.

EXECUTED on the dates of the respective acknowledgements set forth below.

VOTING REPRESENTATIVES:

BAYOU OAKS CUSTOM NEIGHBORHOOD

(2)1EE
(2)100

By:

[Signature]
Mike Price, Voting Representative
101 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Mike Price, Voting Representative for Bayou Oaks Custom Neighborhood, on behalf of said neighborhood.



[Signature]
Notary Public

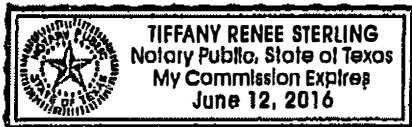
BAYOU PARK ESTATES CUSTOM NEIGHBORHOOD

By:

[Signature]
Robert Parker, Voting Representative
10 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of August, 2012, by Robert Parker, Voting Representative for Bayou Park Estates Custom Neighborhood, on behalf of said neighborhood.



[Signature]
Notary Public

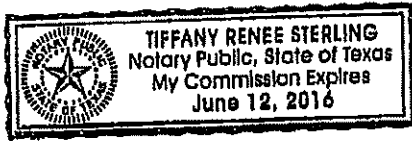
ER 036 - 36 - 1077

BAYOU PINES CUSTOM NEIGHBORHOOD

By: [Signature]
Bobby Davidson, Voting Representative
56 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Bobby Davidson, Voting Representative for Bayou Pines Custom Neighborhood, on behalf of said neighborhood.



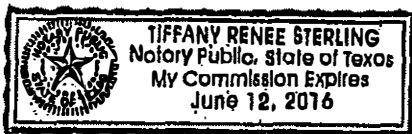
[Signature]
Notary Public

BAYOU WOODS CUSTOM NEIGHBORHOOD

By: [Signature]
Andrew Fono, Voting Representative
60 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22nd day of August, 2012, by Andrew Fono, Voting Representative for Bayou Woods Custom Neighborhood, on behalf of said neighborhood.



[Signature]
Notary Public

ER 036 - 36 - 1078

ER 036 - 36 - 1079

CINCO RANCH SEVEN MEADOWS I
NEIGHBORHOOD

By: Darcy Kahrhoff
Darcy Kahrhoff, Voting Representative
254 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Darcy Kahrhoff, Voting Representative for Cinco Ranch Seven Meadows I Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

CINCO RANCH SEVEN MEADOWS II
NEIGHBORHOOD

By: Trevor Eynon
Trevor Eynon, Voting Representative
254 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Trevor Eynon, Voting Representative for Cinco Ranch Seven Meadows II Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

CINCO RANCH SEVEN MEADOWS III
NEIGHBORHOOD

By: Lynn Walker
Lynn Walker, Voting Representative
210 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22nd day of August, 2012, by Lynn Walker, Voting Representative for Cinco Ranch Seven Meadows III Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

CINCO SOUTH I NEIGHBORHOOD

By: Paul Marsh
Paul Marsh, Voting Representative
278 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Paul Marsh, Voting Representative for Cinco South I Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling

ER 036 - 36 - 1080

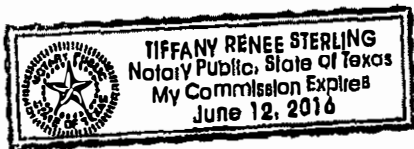
Notary Public

CINCO SOUTH II NEIGHBORHOOD

By: [Signature]
Charles Finley, Voting Representative
376 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Charles Finley, Voting Representative for Cinco South II Neighborhood, on behalf of said neighborhood.



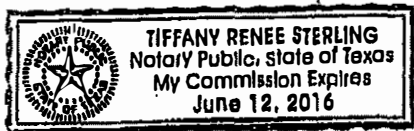
[Signature]
Tiffany Renee Sterling
Notary Public

CINCO SOUTHWEST I NEIGHBORHOOD

By: [Signature]
Frank Schlicht, Voting Representative
367 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Frank Schlicht, Voting Representative for Cinco Southwest I Neighborhood, on behalf of said neighborhood.



[Signature]
Tiffany Renee Sterling

ER 036 -36 -1081

Notary Public

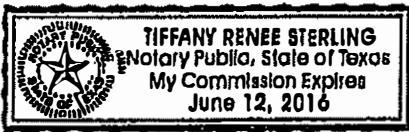
CINCO SOUTHWEST II NEIGHBORHOOD

By: [Signature]
Jason Pitzel, Voting Representative
196 Votes

ER 036 - 36 - 1082

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22nd day of August, 2012, by Jason Pitzel, Voting Representative for Cinco Southwest II Neighborhood, on behalf of said neighborhood.



[Signature]
Notary Public

CINCO SOUTHWEST III NEIGHBORHOOD

By: [Signature]
Donnie Myers, Voting Representative
390 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of August, 2012, by Donnie Myers, Voting Representative for Cinco Southwest III Neighborhood, on behalf of said neighborhood.



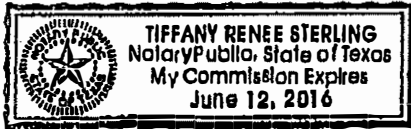
Tiffany Renee Sterling
Notary Public

CINCO WEST I NEIGHBORHOOD

By: Clarice Flinn
Clarice Flinn, Voting Representative
317 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Clarice Flinn, Voting Representative for Cinco West I Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

CINCO WEST II NEIGHBORHOOD

By: Linda Riquelmy
Linda Riquelmy, Voting Representative
244 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Linda Riquelmy, Voting Representative for Cinco West II Neighborhood, on behalf of said neighborhood.

ER 036 - 36 - 1083



Tiffany Renee Sterling
Notary Public

CINCO WEST III NEIGHBORHOOD

By: Eddie Guidroz, Jr
Eddie Guidroz, Voting Representative
285 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Eddie Guidroz, Voting Representative for Cinco West III Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

EQUESTRIAN VILLAGE I NEIGHBORHOOD

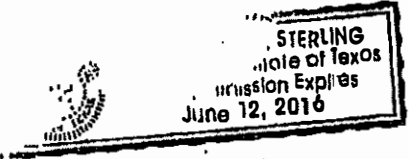
By: Gerry Woods
Gerry Woods, Voting Representative
283 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 21st day of August, 2012, by Gerry Woods, Voting Representative for Equestrian Village I Neighborhood, on behalf of said neighborhood.

ER 036 - 36 - 1084

Tiffany Renee Sterling
Notary Public

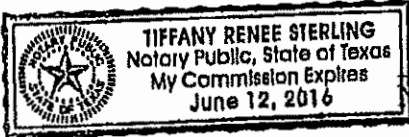


EQUESTRIAN VILLAGE II
NEIGHBORHOOD

By: PJ Gustafson
PJ Gustafson, Voting Representative
203 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by PJ Gustafson, Voting Representative for Equestrian Village II Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

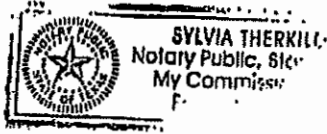
GREENWAY VILLAGE I NEIGHBORHOOD

By: M. G. Brierty
Steve Brierty, Voting Representative
367 Votes

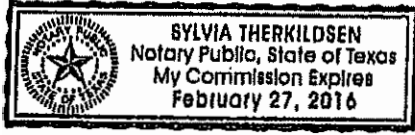
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of August, 2012, by Steve Brierty, Voting Representative for Greenway Village I Neighborhood, on behalf of said neighborhood.

ER 036 - 36 - 1085



[Signature]
Notary Public

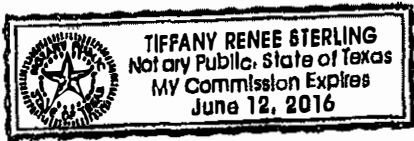


GREENWAY VILLAGE II NEIGHBORHOOD

By: [Signature]
Walt Bronson, Voting Representative
303 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Walt Bronson, Voting Representative for Greenway Village II Neighborhood, on behalf of said neighborhood.



[Signature]
Notary Public

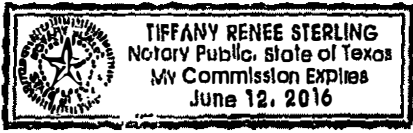
GREENWAY VILLAGE III NEIGHBORHOOD

By: [Signature]
Kim Roberts, Voting Representative
202 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Kim Roberts, Voting Representative for Greenway Village III Neighborhood, on behalf of said neighborhood.

ER 036 - 36 - 1086



Tiffany Renee Sterling
Notary Public

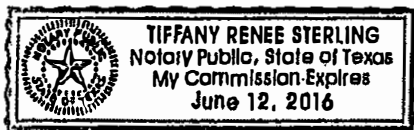
ER 036 - 36 - 1087

MEADOW PLACE NEIGHBORHOOD

By: [Signature]
Brian Bearden, Voting Representative
216 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Brian Bearden, Voting Representative for Meadow Place Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

MEADOW GREEN NEIGHBORHOOD

By: [Signature]
Andrew Fryer, Voting Representative
278 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of August, 2012, by Andrew Fryer, Voting Representative for Meadow Green Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

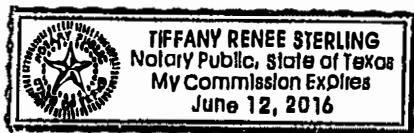
ER 036 - 36 - 1088

NORTH LAKE VILLAGE I
NEIGHBORHOOD

By: [Signature]
Harvey Miller, Voting Representative
378 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Harvey Miller, Voting Representative for North Lake Village I Neighborhood, on behalf of said neighborhood.



[Signature]
Notary Public

NORTH LAKE VILLAGE II
NEIGHBORHOOD

By: [Signature]
Scott Wilkerson, Voting Representative
262 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22nd day of August, 2012, by Scott Wilkerson, Voting Representative for North Lake Village II Neighborhood, on behalf of said neighborhood.



[Signature]
Notary Public

ER 036 - 36 - 1089

NORTH LAKE VILLAGE CUSTOM NEIGHBORHOOD

By: Eddie Whitfield
Eddie Whitfield, Voting Representative
132 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of August, 2012, by Eddie Whitfield, Voting Representative for North Lake Village Custom Neighborhood, on behalf of said neighborhood.

Tiffany Renee Sterling
Notary Public



SOUTHLAKE VILLAGE NEIGHBORHOOD

By: Gary W Coburn
Gary Coburn, Voting Representative
356 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of August, 2012, by Gary Coburn, Voting Representative for South Lake Village Neighborhood, on behalf of said neighborhood.

Tiffany Renee Sterling
Notary Public



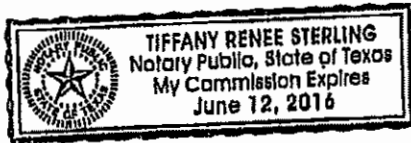
ER 036 - 36 - 1090

SOUTH LAKE VILLAGE CUSTOM NEIGHBORHOOD

By: James Norausky
James Norausky, Voting Representative
129 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by James Norausky, Voting Representative for South Lake Village Custom Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

SOUTH PARK I NEIGHBORHOOD

By: Joshua Cernosek
Joshua Cernosek, Voting Representative
282 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Joshua Cernosek, Voting Representative for South Park I Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

ER 036 - 36 - 1091

SOUTH PARK II NEIGHBORHOOD

By:

[Signature]
David Drake, Voting Representative
303 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by David Drake, Voting Representative for South Park II Neighborhood, on behalf of said neighborhood.



Tiffany Renee Sterling
Notary Public

SOUTH PARK III NEIGHBORHOOD

By:

_____, Voting Representative
347 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2012, by _____, Voting Representative for South Park III Neighborhood, on behalf of said neighborhood.

Notary Public

ER 036 - 36 - 1092

SOUTH PARK IV NEIGHBORHOOD

By: William Schneider
William Schneider, Voting Representative
320 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of August, 2012, by William Schneider, Voting Representative for South Park IV Neighborhood, on behalf of said neighborhood.

Tiffany Renee Sterling
Notary Public



TOWN CENTER I NEIGHBORHOOD

By: June Spellman
June Spellman, Voting Representative
384 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by June Spellman, Voting Representative for Town Center I Neighborhood, on behalf of said neighborhood.

Tiffany Renee Sterling
Notary Public



ER 036 - 36 - 1093

TOWN CENTER II NEIGHBORHOOD

By: Robert J. Menzie
Bob Menzie, Voting Representative
317 Votes

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by Bob Menzie, Voting Representative for Town Center II Neighborhood, on behalf of said neighborhood.



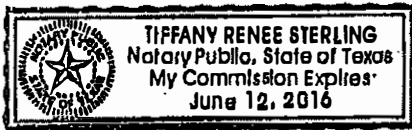
Tiffany Renee Sterling
Notary Public

TOWN CENTER III NEIGHBORHOOD

By: Steve Freese
~~Steve Freese~~, Voting Representative
280 Votes Bob Sandova

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of August, 2012, by ~~Steve Freese~~, Voting Representative for Town Center III Neighborhood, on behalf of said neighborhood. Roy Sandova



Tiffany Renee Sterling
Notary Public

ER 036 - 36 - 1094

AFTER RECORDING, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No.: 121957-2493

ER 036 - 36 - 1095

**AMENDED AND RESTATED BY-LAWS
OF
CINCO RESIDENTIAL PROPERTY ASSOCIATION,
INC.**

ER 036 - 36 - 1096

**AMENDED AND RESTATED BY-LAWS
OF
CINCO RESIDENTIAL PROPERTY ASSOCIATION, INC.**

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**AMENDED AND RESTATED BY-LAWS
OF
CINCO RESIDENTIAL PROPERTY ASSOCIATION, INC.**

**Article I
Name, Principal Office, and Definitions**

Section 1. Name. The name of the Association shall be Cinco Residential Property Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Texas shall be located in Fort Bend County. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Protective Covenants for Cinco Ranch recorded in the Harris County and Fort Bend County, Texas public records (said Declaration, as supplemented, amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

**Article II
Association: Membership, Meetings, Quorum, Voting, Proxies**

Section 1. Membership. The Association shall have one (1) class of membership, Class "A" as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Meetings shall be of the Voting Representatives or their alternates. Regular annual meetings shall be set by the Board of Directors so as to occur at least ninety (90) but not more than one hundred eighty (180) days after the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Representatives representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, 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.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Voting Representatives shall be delivered, either personally or by mail, facsimile or email to each Voting Representative entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

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if mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Representative at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Representatives shall be deemed the equivalent of proper notice. Any Voting Representative may, in writing, waive notice of any meeting of the Voting Representatives, either before or after such meeting. Attendance at a meeting by a Voting Representative or alternate shall be deemed waiver by such Voting Representative of notice of the time, date, and place thereof, unless such Voting Representative specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Representatives who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Representatives in the manner prescribed for regular meetings.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. Except as otherwise specifically provided herein or in the Declaration, the votes allocated to each Unit shall be cast only by the Voting Representative or alternate Voting Representative elected to represent the Neighborhood of which the Unit is a part, as more particularly provided in Article III, Section 2 of the Declaration.

Section 9. Proxies. Voting Representatives may not vote by proxy except that, to the extent required by law in order to enable an alternate Voting Representative to vote in the place of a Voting Representative, the Voting Representative shall be authorized to give the alternate Voting Representative a proxy to cast all votes which the Voting Representative would otherwise be entitled to cast.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total eligible number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person of Voting Representatives representing at least a majority of the total votes of the Association from Neighborhoods with representation shall constitute a quorum at all meetings of the Association. In addition, the presence in person of Voting Representatives representing at least a majority of the Neighborhoods with representation is necessary to constitute a quorum. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Voting Representatives, or any action which may be taken at a meeting of the Voting Representatives, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Voting Representatives entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Voting Representatives.

Article III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. The directors shall be Members or spouses of such Members; In the case of a Member which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Number of Directors. The number of directors in the Association shall be five (5).

Section 3. Nomination of Directors. Nominations for election to the Board of Directors for election for a full term shall be made by a Nominating Committee (herein so called). The Nominating Committee shall consist of a Chair (herein so called) and two (2) other members of the Neighborhood Representative Committee (herein sometimes called, the "NRC"). The Nominating Committee members shall be elected by the vote of a majority of the Voting Representatives at the first meeting of the NRC after the annual meeting of the Association (the "Nominations Meeting"). The Chair of the Nominating Committee shall be the member of the NRC who receives the most votes at the Nominations Meeting and the other two (2) members of the Nominating Committee shall be the members of the NRC receiving the second and third most votes at the Nominations Meeting. Terms for the members of the Nominating Committee will begin immediately after the Nominations Meeting and terminate at the conclusion of the next annual meeting of the Association. Mid-term vacancies on the Nominating Committee due to the death, disability or resignation of a member of the Nominating Committee shall be filled by appointment by the Chair, or by election by the vote of a majority of the Voting Representatives at the next meeting of the NRC after the vacancy arises, if the vacant position is the Chair's position.

The Nominating Committee shall begin to evaluate and consider director nominees not less than sixty (60) days prior to the annual meeting of the Association, and shall present to the NRC a list of candidates for election to the expiring Board of Director position(s) no less than fourteen (14) days prior to the annual meeting of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event fewer than the number of positions to be filled. Nominations shall also be permitted from the floor of the annual meeting of the Association. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Representatives and to solicit votes.

Section 4. Election and Term of Office.

At the annual meeting of the membership held in the year 2012, the Voting Representatives shall elect two (2) directors to fill the expiring terms of two (2) directors. Such elected directors shall serve a term of three (3) years each. Thereafter, after the expiration of the term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor or successors shall be elected to serve for a term of three (3) years each.

Each Voting Representative shall be entitled to cast all votes attributable to the Units which it represents with respect to each vacancy to be filled from each state on which such Voting Representative is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Voting Representatives shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 5. Removal of Directors and Vacancies. Any director may be removed, with or without cause, by the vote of Voting Representatives holding a majority of the votes entitled to be cast for the election of such directors. Any director whose removal is sought shall be given notice prior to any meeting called for that

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purpose. Upon removal of a director, a successor shall then and there be elected by the vote of a majority of the Voting Representatives at a meeting of the Association to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences from Board meetings may be removed by a majority of the directors present at a regular or special meeting of the Board at which a quorum is present. In the event of the death, disability, removal by Board action as set forth above or resignation of a director, the Board will notify the Nominating Committee on or before five (5) days after such vacancy occurs. The Nominating Committee will present to the NRC a list of candidates for such vacant director position(s) on or before fourteen (14) days after such vacancy occurs. At the next meeting of the NRC, replacement director(s) shall be elected by the vote of the Voting Representatives holding a majority of the votes entitled to be cast at such meeting and such replacement director(s) shall serve for the remainder of the term of such vacant director position(s).

B. Meetings.

Section 1. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 2. 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 with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting.

Section 4. Notice and Waiver of Notice. The notice of regular and special meetings of the Board of Directors shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by email. All such notices shall be given at the director's telephone number or sent to the director's address or email address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or email shall be delivered, telephoned, or given by email at least seventy-two (72) hours before the time set for the meeting. Notice of regular and special meetings of the Board of Directors shall also be given to Voting Representatives and Members as may be required by Texas law. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days

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from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Representatives representing a majority of the vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 8. Open Meetings. Subject to the provisions of Section 9 of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by director. In such case, the President may limit the time any Members may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 9. Action Without a Formal Meeting. To the extent not prohibited by Texas law, any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

Section 10. Telephone Attendance. At any meeting of the Board of Directors, a director may attend by a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting is to take place at the meeting, the Board of Directors must (1) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (2) keep a record of any vote or other action taken. A director so attending shall be deemed to be present at the meeting for all purposes, including a determination as to whether a quorum is present.

C. Powers and Duties.

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Representatives or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolutions of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

- (a) preparation and adoption, in accordance with Article X of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses and Neighborhood Expenses;

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~~(b) making assessments to defray the Common Expenses and Neighborhood Expenses, establishing the means and methods of collecting such assessments, and establishing the payment schedule for Base Assessments and any Neighborhood Assessments, if other than annual;~~

(c) providing for the operation, care, upkeep, and maintenance of all the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties.

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association, provided, any reserve fund may be deposited, in the directors best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making or repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by the Association and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) maintaining a membership register reflecting, in alphabetical order, the names, unit addresses and mailing addresses of all Members;

(n) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association, and

(o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 2. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (l) of Section C(1) of this Article.

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~~Section 3: Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:~~

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the fifteenth (15th) day following the due date unless otherwise determined by the Board of Directors); and

(g) an unaudited annual report consisting of at least the following shall be distributed to all Voting Representatives and shall be made available to all Members online or upon request of the Member, within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. An audited annual report of the foregoing documents shall be distributed to all Voting Representatives, and shall be made available to all Members online or upon request of the Member, after such documents have been reviewed by the Board.

Section 4. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common responsibility without the approval of the Voting Representatives of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Voting Representative approval in the same manner provided in Article X, Section 4, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 5. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall

entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, both within and without the Properites. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 6. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend any person's right to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted by the Association; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In addition, the Association shall be entitled to suspend any services provided by the Association to a Unit in the event that the Owner of such Unit is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that any occupant, guest or invitee of a Unit violates the Declaration, the By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than thirty (30) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within thirty (30) days of the notice. If a timely challenge is not made, the Board may, without further notice, impose the sanction stated in the notice.

(b) Hearing. If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within a reasonable period of time as determined by the Board of Directors. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other

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officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Voting Representatives, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V
Committees

Section 1. General. In addition to the New Construction Committee and the Modifications Committee established pursuant to Article XI of the Declaration, and other committees specifically authorized herein, the Board of Directors is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee and such rules as are adopted by the Board of Directors.

Section 2. Covenants Committee. The Board of Directors may appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members, who shall be appointed to serve a term of one (1) year each and may, in the discretion of the Board, be appointed for any number of consecutive terms of one (1) year each. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section C(6) of these By-Laws.

Section 3. Neighborhoods and Neighborhood Representative Committee. In addition to any other committees appointed as provided above, there shall be a Neighborhood Representative Committee for the Association. The purpose of the Neighborhood Representative Committee and its members is defined in the Cinco Ranch Neighborhood Representative Committee Charter as supplemented, amended and restated from time to time (the "NRC Charter").

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~~(a) Neighborhood Representative Committee Membership. The Neighborhood Representative Committee shall consist of three (3) Members from each Neighborhood with roles as defined in the NRC Charter. Members of the Neighborhood Representative Committee must be an owner of property within the particular Neighborhood for which such Member is elected. The Members of the Neighborhood Representative Committee shall be elected by the majority vote of Owners of Units within the Neighborhood who attend the meeting of such Owners. Election to the Neighborhood Representative Committee for each Neighborhood shall be called within sixty (60) days after conveyance of fifty-one percent (51%) of the Units in the particular Neighborhood to Persons other than a builder or Declarant. The Initial Neighborhood Representative Committee Members for each Neighborhood shall be elected for a term which will expire at the next annual meeting of the Neighborhood. Thereafter, Neighborhood Representative Committee Members shall be elected for a term of two (2) years each as set forth in the NRC Charter. Directors shall be ex-officio members of the Neighborhood Representative Committee.~~

(b) Election of Neighborhood Representatives. Election of Neighborhood Representatives shall take place at the October Neighborhood Representative Committee Meeting held in even-numbered years

(c) Neighborhood Quorum and Voting. The Owners of Units within each Neighborhood who attend the October Neighborhood Representative Committee Meeting in even-numbered years represented in person or by proxy, absentee ballot, electronic ballot (including but not limited to facsimile ballot, email ballot and web page ballot as approved by the Board) or other method of representative or delegate voting approved by the Board shall constitute a quorum. The Owners of Units within a Neighborhood shall have the number of votes assigned to their Units as set forth in the Declaration.

(d) Neighborhood Representative Committee Quorum and Voting. Attendance of Voting Representatives representing at least a majority of the total votes in the Association from Neighborhoods with representation shall constitute a quorum at any meeting of the Neighborhood Representative Committee. In addition, the presence in person of Voting Representatives representing at least a majority of the Neighborhoods with representation is necessary to constitute a quorum. Voting Representatives shall be responsible for casting all votes attributable to Units in their Neighborhood on all matters requiring a vote of the Membership, unless otherwise specifically provided in the Declaration or the By-Laws.

(e) Neighborhood Representative Committee Vacancies. Any vacancy on the Neighborhood Representative Committee may be filled by appointment by the remaining Neighborhood Representative Committee Members from the particular Neighborhood from which the vacancy occurred of a Member who is an owner of property within the particular Neighborhood and such appointed Member shall serve the balance of the original Neighborhood Representative Committee Member's unexpired term. The appointed Member of the Neighborhood Representative Committee shall become the second alternative Voting Representative for the Neighborhood and the Voting Representative for the Neighborhood will be the Member who received the most votes (as between the elected Members of the Neighborhood Representative Committee from the particular Neighborhood) and the alternative Voting Representative for the Neighborhood will be the Member who received the second most votes (as between the elected Members of the Neighborhood Representative Committee from the particular Neighborhood). In the case where all of the then current Members of the Neighborhood Representative Committee from a particular Neighborhood have been appointed, the most senior appointed Member from the particular Neighborhood will be the Voting Representative. Ties will be decided by lot. If no Neighborhood Representative Committee Members are elected from a particular Neighborhood, or if at any time there are no active Neighborhood Representative Committee Members from a particular Neighborhood, the Board of Directors may appoint one (1) Member who is a resident owner of property within the particular Neighborhood to serve as a Member of the Neighborhood Representative Committee and as the Voting Representative for the Neighborhood until the next annual meeting of the Neighborhood. Such appointed Member of the Neighborhood Representative Committee shall then appoint two (2) additional Members to serve on the Neighborhood Representative Committee and as first and second alternate Voting Representative (as determined by the Voting Representative); such additional appointed Members of the Neighborhood

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~~Representative Committee must be resident owners of property within the particular Neighborhood~~
represented and shall serve until the next annual meeting of the Neighborhood.

(f) Responsibility and Powers. Responsibilities of the Neighborhood Representative Committee Members are defined in the NRC Charter. The Neighborhood Representative Committee and its Members cannot authorize any transactions or activities on behalf of the Association or the Board of Directors. The Neighborhood Representative Committee and its Members will not be involved in the management and operation of the management duties of the Association. The Neighborhood Representative Committee and its Members do not have the authority to make contracts with vendors or bidders unless expressly approved in writing by the Board of Directors. The Neighborhood Representative Committee and its Members may advise the Board of Directors on any issue but shall not have the authority to bind the Board of Directors. However, if voting representatives representing at least seventy-five percent (75%) of the total votes in the Association present in writing a formal issue or recommendation to the Board of Directors, a written response to the Neighborhood Representative Committee is required. This response should include the opinion of the Board of Directors and the rationale behind the opinion. The response is due within sixty (60) days of receipt of the written issue or recommendation by the Board of Directors.

(g) Miscellaneous. In the conduct of its duties and responsibilities, the Neighborhood Representative Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III, Section B(1-10) of the By-Laws. The Neighborhood Representative Committee shall elect a chairman from among its Members who shall preside at its meetings and who shall be responsible for transmitting communications to the Board of Directors in person or by delegate.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration, and/or these By-Laws, then the provisions of Texas law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Unit, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for such purpose reasonably related to his or her interest in the Unit at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

~~(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect~~ all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) If to a Member or Voting Representative, at the address which the Member or Voting Representative has designated in writing and filed with the Secretary or, if no such address had been designated, at the address of the Unit of such Member or Voting Representative; or

(b) If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. The Board of Directors may unilaterally amend these By-Laws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

Except as otherwise specifically provide above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Representatives representing seventy-five (75%) percent of the total votes in the Association. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause, and no amendment which affects the responsibilities of the Association under the Landscape Restrictions shall be effective unless approved in the same manner and by the same approval requirements as set forth in the Landscape Restrictions for amendment of that instrument. Any amendment to be effective must be recorded in the public records of Harris County and Fort Bend County, Texas.

If a Voting Representative consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Voting Representative has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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ER 036 - 36 - 1111

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Pages 36
09/13/2012 09:11:23 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 152.00

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