

27
Notice
K

SECRETARY'S CERTIFICATE

FOR

REGENCY COURT HOMEOWNERS ASSOCIATION, INC.

The undersigned is the duly acting and qualified Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association set forth and described in that certain "**CONDOMINIUM DECLARATION FOR REGENCY COURT TOWNHOMES CONDOMINIUM**" recorded in Volume 126, Page 125 of the Condominium Records of Harris County, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"); the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the attached documents are true and correct copies of the originals of same:

- (i) Certificate of Incorporation and Articles of Incorporation, Regency Court Homeowners Association, Inc., filed in the Office of the Secretary of State, State of Texas, on September 9, 1982; and
- (ii) Bylaws of Regency Court Homeowners Association, Inc.

The above described and attached documents are being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

The undersigned has hereunto set his/her hand at Houston, Texas this 1st day of August, 2012.

(signature)

(name printed)

Koby Shalev
Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**

[Handwritten mark]

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 1st day of August 2012, by Koby Shalev, Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.



Kelly Futral
Notary Public in and for the State of Texas

**FILED FOR RECORD
8:00 AM**

AUG 13 2012

Stuart Stewart
County Clerk, Harris County, Texas

RP 083-47-0179



The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that
Articles of Incorporation of

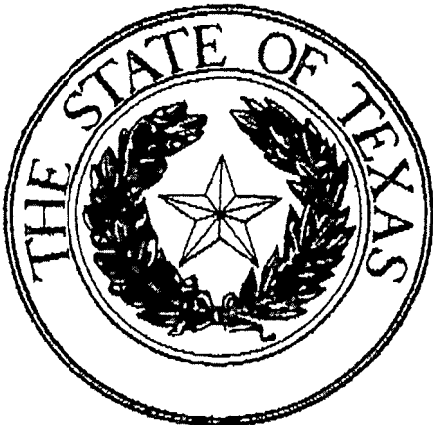
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.

File No. 621579-01

were filed in this office and a certificate of incorporation was issued to this corporation,
and no certificate of dissolution is in effect and the corporation is currently in existence.

0810-2-8-EEB
RP 083-47-0180

*IN TESTIMONY WHEREOF, I have hereunto
signed my name officially and caused to be
impressed hereon the Seal of State at my office in
Austin, Texas on March 10, 2000.*



Elton Bomer
Secretary of State

BAIM

Non-Profit



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

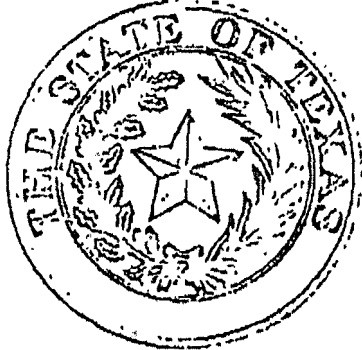
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.
CHARTER NO. 621579

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated SEPT 9 19 82

David G. Dean
Secretary of State



SSS

RECORDED

BY-LAWS
OF
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)
Harris County, Texas

RECEIVED

TABLE OF CONTENTS
FOR BY-LAWS OF
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

	<u>Page</u>
ARTICLE I - NAME	
Paragraph 1.1 - NAME	1
ARTICLE II - PURPOSE AND OWNER OBLIGATION	
Paragraph 2.1 - PURPOSE	1
Paragraph 2.2 - OWNER OBLIGATION	1
ARTICLE III - DEFINITIONS AND TERMS	
Paragraph 3.1 - MEMBERSHIP	1
Paragraph 3.2 - VOTING	2
Paragraph 3.3 - MAJORITY OF UNIT OWNERS	2
Paragraph 3.4 - QUORUM	2
Paragraph 3.5 - PROXIES	2
ARTICLE IV - ADMINISTRATION	
Paragraph 4.1 - DECLARANT CONTROL	2
Paragraph 4.2 - ASSOCIATION RESPONSIBILITIES	2
Paragraph 4.3 - PLACE OF MEETINGS	3
Paragraph 4.4 - ANNUAL MEETINGS	3
Paragraph 4.5 - SPECIAL MEETINGS	3
Paragraph 4.6 - NOTICE OF MEETINGS	3
Paragraph 4.7 - ADJOURNED MEETING	4
Paragraph 4.8 - ORDER OF BUSINESS	4
ARTICLE V - BOARD OF DIRECTORS	
Paragraph 5.1 - NUMBER AND QUALIFICATION	4
Paragraph 5.2 - POWERS AND DUTIES	4
Paragraph 5.3 - OTHER POWERS AND DUTIES	4
Paragraph 5.4 - ELECTION AND TERM OF OFFICE	6
Paragraph 5.5 - VACANCIES	7
Paragraph 5.6 - REMOVAL OF DIRECTORS	7
Paragraph 5.7 - ORGANIZATION MEETING	7
Paragraph 5.8 - REGULAR MEETINGS	7

REC'D - 47-0133

	<u>Page</u>
ARTICLE XIV - PRINCIPAL OFFICE	
Paragraph 14.1 - ADDRESS	14
ARTICLE XV - EXECUTION OF INSTRUMENTS	
Paragraph 15.1 - AUTHORIZED AGENTS	14
ARTICLE XVI - DEFINITIONS OF TERMS	
Paragraph 17.1 - DEFINITIONS OF TERMS	14
CERTIFICATE	15

RESTOR-2-19-57

BY-LAWS
OF
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be REGENCY COURT HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit Association is formed is to govern the Condominium Property situated in the County of Harris, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas.

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

ARTICLE III

DEFINITIONS AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with REGENCY COURT TOWNHOMES during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of

stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

3.2 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is one hundred twenty-eight (128). The combined weighted votes calculated in accordance with Exhibit "C" shall equal one hundred percent (100%).

3.3 MAJORITY OF UNIT OWNERS. As used in these By-laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.3 of this Article shall constitute a quorum.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. All proxies must be notarized and one person may not cast more than three proxy votes.

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for REGENCY COURT TOWNHOMES, the Declarant, CADILLAC DEVELOPMENT CORPORATION, a Texas corporation, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly buildout and a timely sellout of the Project Units. This control shall last no longer than June 1, 1983, or upon sale of seventy-five percent (75%) of the Units, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational, whichever occurs first.

4.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Condominium Project through a Board of Directors.

III 083-47-0192

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

4.4 ANNUAL MEETINGS. Annual meetings shall be held in the same month each year as the month in which the first annual meeting was held. Declarant may hold the first annual meeting at any time. Declarant shall hold an annual meeting or a special meeting when it determines that its control period has terminated or is about to be terminated per Article 4.1 herein. When the Declarant control period is terminated or is about to be terminated per Article 4.1 and the Declarant shall hold a meeting of the Owners at which time the Declarant's Board of Directors and Officers for the Homeowners Association shall resign and be replaced by a new Board of Directors and Officers as selected by a majority of the Unit Owners.

4.5 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-third (1/3) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy. Should ten percent (10%) or more of the Owners desire a special meeting during the Declarant's Control Period, then they may petition the Declarant to hold and conduct a special meeting. During the Declarant's Control Period, the Board of Directors and Officers of the Homeowners Association may not be changed.

4.6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence at least six (6) days prior to the date set for the meeting. If requested, any Mortgagee of record or its designee may be entitled to receive similar notice.

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

4.8 ORDER OF BUSINESS. The order of business at all meetings of the Owners shall be:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors.
- g. Unfinished business.
- h. New business.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

<u>NAME</u>	<u>ADDRESS</u>
Frank N. Hudson	5051 Westheimer, Suite 1600 Houston, Texas.
Walter F. Worth	5051 Westheimer, Suite 1600 Houston, Texas
Alec N. Hudson	5051 Westheimer, Suite 1600 Houston, Texas

At the first annual meeting of the members of the Association, or any annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to seven (7).

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

5.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following duties:

REGISTRY OF DEEDS

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.

b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.)

c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, or a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these By-Laws.

g. To protect and defend the entire Premises from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.

i. To enter into contracts within the scope of their duties and power.

j. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit and the Veterans Administration, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

l. To meet at least once each quarter.

m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium ownership.

5.4 ELECTION AND TERM OF OFFICE. At the first annual meeting of the Association the term of office of one-third (1/3) of the Directors shall be fixed for one (1) year, the term of office of one-third (1/3) of the Directors shall be fixed at two (2) years, and the term of office of the remaining one-third (1/3) of the Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting. If Declarant's Control Period has not terminated per Article 4.1 at the time set for the first annual meeting, then the Board of Directors shall remain the same and no new Board members shall be elected.

2013-11-01

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

5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. During the Declarant's Control Period, Directors may not be removed.

5.7 ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held upon being elected or within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

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

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

quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

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

ARTICLE VI

OFFICERS

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

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

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

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

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

6.6 SECRETARY.

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall

have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name, the number of Members living in the Unit and the parking space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

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

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors may enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. Fiscal Management.

(1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.

(2) Prepare five (5) year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

b. Physical Management.

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved operating budgets.

(3) Select, train and supervise competent personnel, as directed by the Board.

(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(5) Perform any other projects with diligence and economy in the Board's best interests.

c. Administrative Management.

(1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(2) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up payment; act as Board's representative in negotiating settlement.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

(6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(7) Represent an absentee Owner when requested.

(8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty

as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for REGENCY COURT TOWNHOMES as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be divided equally among each Unit Owner or as otherwise determined by the Board of Directors and each Unit Owner's portion of the Assessment shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 GENERAL.

a. Each Owner shall comply strictly with the provisions of the Condominium Declaration for REGENCY COURT TOWNHOMES.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.4 DESTRUCTION OR OBSOLESCENCE. Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS.

a. After relinquishment of Declarant control of the Association, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to make changes or to correct any clerical or typographical error or omission and to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

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

ARTICLE XII

COMPLIANCE

12.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XIII

NON-PROFIT ASSOCIATION

13.1 NON-PROFIT PURPOSE. This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association

RECEIVED
SEP 11 1983

may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV

PRINCIPAL OFFICE

14.1 ADDRESS. The principal office of the Association shall be located at 7244 through 7399 Regency Square Court, Houston, Texas 77036, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XV

EXECUTION OF INSTRUMENTS

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

ARTICLE XVI

DEFINITIONS OF TERMS

16.1 DEFINITIONS OF TERMS. The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for REGENCY COURT TOWNHOMES as the same may be amended from time to time, recorded in the office of the County Clerk of Harris County, Texas.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of REGENCY COURT HOMEOWNERS ASSOCIATION, INC. corporation, as adopted by the initial Board of Directors at its organization meeting on the _____ day of _____, A.D., 19__.

IN WITNESS WHEREOF, this the _____ day of _____, A.D., 19__.

Secretary

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

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

AUG 13 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

HP 083-47-0205

**SECRETARY'S CERTIFICATE
FOR
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**

RESOLUTIONS REGARDING:

- (i) REVOCATION OF "1993 RESOLUTION ADOPTING BYLAWS"**
- (ii) RATIFICATION OF ACTUAL BYLAWS**
- (iii) DISCLOSURE REGARDING 2010 AMENDMENT TO BYLAWS
and RATIFICATION OF 2010 AMENDMENTS TO BYLAWS**

The undersigned is the duly acting and qualified Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association set forth and described in that certain "Condominium Declaration for REGENCY COURT TOWNHOMES CONDOMINIUMS" recorded in Volume 126, Page 125 of the Condominium Records of Harris County, Texas, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration").

The undersigned Secretary is further the keeper of the minutes and records of said Association, and does hereby certify that at a duly called and held regular meeting of the Board of Directors of the Association, which was held on JUNE 25, 25, 2014, with a quorum present and attending, the Board of Directors of the Association approved, and confirmed the following Resolutions:

RESOLUTION REVOKING "1993 RESOLUTION ADOPTING BYLAWS"

WHEREAS, by that certain "Resolution Adopting Bylaws of Regency Court Homeowners Association, Inc.", dated September 14, 1993, filed under County Clerk's File No. P537787 of the Real Property Records of Harris County, Texas (the "1993 Resolution Adopting Bylaws"), the Association had cause to file of record a set of purported Bylaws for the Association, purportedly adopted by then acting Board of Directors (the "Purported 1993 Association Bylaws" herein); and

WHEREAS, through apparent error and/or oversight, the Purported 1993 Association Bylaws attached to the 1993 Resolution Adopting Bylaws were in fact the bylaws for an entity then known as, and presently existing as "*Regency Square Improvement Association (a Texas non-profit corporation)*", and *were not the bylaws for the Association*; the said "Regency Square Improvement Association" constituting a wholly separate and existing non-profit corporation which then constituted and presently constitutes the "master association" governing and administering the property and subdivisions known as Regency Square Office Park, Sections One, Two, and Three, according to the plats thereof recorded in the Map Records of Harris County, Texas, to which the Regency Court Townhomes Condominium remains and is subject; and

WHEREAS, to the knowledge of the Board of Directors, the Association has not historically utilized the Purported 1993 Association Bylaws attached to 1993 Resolution Adopting Bylaws, and the Purported 1993 Association Bylaws are not, and have never been, the bylaws for this Association; and as such, the Board of Directors, having considered all relevant factors, has deemed it necessary and desirable to formally revoke, in its entirety, the 1993 Resolution Adopting Bylaws;

RP 092-12-0250

4
Res
K

NOW THEREFORE, it is:

RESOLVED, that the 1993 Resolution Adopting Bylaws is hereby revoked, withdrawn, and rescinded in its entirety; and shall be null and void, and of no force and effect whatsoever.

FURTHER RESOLVED, that the Board of Directors of the Association confirm that the Purported 1993 Bylaws attached to the 1993 Resolution Adopting Bylaws are not the Bylaws of this Association.

RESOLUTION RATIFYING ACTUAL BYLAWS

WHEREAS, by that certain "Secretary's Certificate for Regency Court Homeowners Association" dated August 1, 2012, filed for record under County Clerk's File No. 20120365206 of the Real Property Records of Harris County, Texas, the Association had cause to file of record (i) the Certificate of Incorporation and Articles of Incorporation of and for Regency Court Homeowners Association, filed in the Office of the Secretary of State, State of Texas, on September 9, 1982; and (ii) the Bylaws of Regency Court Homeowners Association, Inc. (the "2012 Secretary's Certificate" herein); said 2012 Secretary Certificate having been filed in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code; and

WHEREAS, the Association was formed as a Texas non-profit corporation on September 9, 1982 and the Certificate of Incorporation and Articles of Incorporation attached to the 2012 Secretary's Certificate are true and correct copies of the Certificate of Incorporation and Articles of Incorporation for Regency Court Homeowners Association, Inc.; and further, the Bylaws attached to the 2012 Secretary's Certificate are a true and correct copy of the Bylaws of Regency Court Homeowners Association, Inc. in effect as of September 9, 1982 to and including the present; and

WHEREAS, the Board of Directors is desirous of ratifying and confirming the Bylaws of "Regency Court Homeowners Association, Inc." attached to the 2012 Secretary's Certificate as being a true and correct copy of the Bylaws of the Association;

NOW THEREFORE, it is:

RESOLVED, that the copy of the Bylaws of "Regency Court Homeowners Association, Inc." attached to the 2012 Secretary's Certificate is a true and correct copy of the actual Bylaws of the Association, and have never been revoked or rescinded, and are ratified and confirmed as the Bylaws of the Association.

RESOLUTION AS TO DISCLOSURE REGARDING 2010 AMENDMENT TO BYLAWS, and RATIFICATION OF 2010 AMENDMENT TO BYLAWS

WHEREAS, at a regular annual meeting of members of the Association held on February 24, 2010, the members of the Association adopted certain amendments to the Bylaws of the Association, as fully set forth in that certain "BOARD RESOLUTION OF REGENCY COURT HOMEOWNERS ASSOCIATION, INC. *Regarding Adoption of AMENDMENT TO BY-LAWS for Authorization of Board of Directors to Reconvene Regular Annual Meetings of Members within Sixty (60) Days if Quorum Not Present by Oral Announcement During Regular Annual Meeting of Members and Change of Quorum for Regular Annual Meeting of Members and Change of Quorum for Reconvened Regular Annual Meeting*, DATED: FEBRUARY 24, 2010", filed under County Clerk's File No. 20100085934 of the Real Property Records of Harris County, Texas (the "February 24, 2010 Bylaws Amendment" herein), and

HP 092-12-0251

WHEREAS, through apparent error and/or oversight, the February 24, 2010 Bylaws Amendment incorrectly recited that such amendment amended the Purported 1993 Association Bylaws (as same are identified in the foregoing Resolution[s]); and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming that from and after the February 24, 2010 Bylaws Amendment to the present, that the Association has relied upon the February 24, 2010 Bylaws Amendment as being valid, in full force and effect, and binding upon the Association, notwithstanding that the February 24, 2010 Bylaws amendment may have incorrectly recited that it amended the Purported 1993 Bylaws; to confirm the long standing operating procedure, custom, and practice of the Association to rely upon and give effect to the February 24, 2010 Bylaws Amendment; and to provide disclosure of to prospective future members of the Association that the Association has relied upon, has given effect to, and shall continue to give effect to the February 24, 2010 Bylaws Amendment as being valid, existing, and in full force and effect.

NOW THEREFORE, it is:

RESOLVED, that the amendments approved by the members of the Association as set forth in the February 24, 2010 Bylaws Amendment have been in continuous use and practice from and after February 24, 2010 to the present, and have been recognized and relied upon as being valid, existing, and in full force and effect.

FURTHER RESOLVED, that from and after February 24, 2010 to present, it has been the standing operating procedure, custom, and practice of the Association to rely upon and give effect to the February 24, 2010 Bylaws Amendment.

FURTHER RESOLVED, that the Association shall hereafter continue to use, operate under, and give effect to the amendments approved by the members of the Association as set forth in the February 24, 2010 Bylaws Amendment.

FURTHER RESOLVED, that by this Resolution, the Board of Directors has and does hereby provide disclosure to prospective future members of the Association that the Association has relied upon, has given effect to, and shall continue to give effect to amendments approved by the members of the Association as set forth in the February 24, 2010 Bylaws Amendment as being valid, existing, and in full force and effect.

FURTHER RESOLVED, that the amendments approved by the members of the Association as set forth in the February 24, 2010 Bylaws Amendment shall for all intents and purposes be deemed applicable to the Bylaws of "Regency Court Homeowners Association, Inc." attached to the 2012 Secretary's Certificate (as same is defined in the foregoing Resolution[s]); the February 24, 2010 Bylaws Amendment being restated, ratified, and confirmed as follows:

"Section 3.04. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to be cast, at least thirty percent (30%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation , or the Restrictions, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Board of Directors of the Association may reconvene the regular annual meeting of members within sixty (60) days of the regular annual meeting of members by making an oral announcement during the regular annual meeting of members, which said oral announcement shall include the time and place for the annual meeting to reconvene as designated by the Board of Directors of the

Association. The presence at a reconvened regular annual meeting (due to lack of quorum) of members entitled to cast, at least twenty-five percent (25%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictions, or these Bylaws."

The undersigned has hereunto set his/her hand at Houston, Texas this 25 day of June, 2014.



(signature)

Koby Shaker

(name printed)
SECRETARY,
REGENCY COURT HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

10R
NO EE

[Acknowledgment]

The State of Texas

County of Harris

This instrument was acknowledged before me on the 25 day of June, 2014, by Koby Shaker, Secretary of **REGENCY COURT HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation**, on behalf of said corporation.



Notary Public in and for the State of Texas



Record and Return to:

Richard C. Lievens
Frank, Elmore, Lievens, Chesney & Turet LLP
9225 Katy Freeway Suite 250
Houston, TX 77024

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.

RP 092-12-0253

HP 092-12-0254

FILED FOR RECORD
8:00 AM

JUL 11 2014

Stan Stanart
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 herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

JUL 11 2014



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS