

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

Notice
k

STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL BY THESE PRESENTS:

20090261190
06/16/2009 RP1 \$68.00

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the New Forest Homeowners Association Inc is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Harris County, Texas,

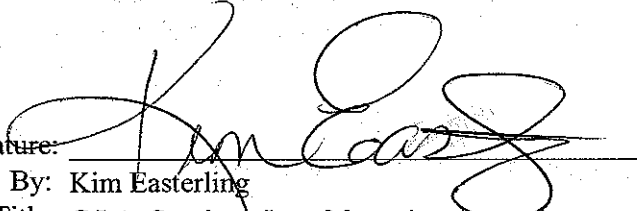
NOW THEREFORE, true copies of the following dedicatory instruments of the New Forest Homeowners Association Inc which have not been previously filed in the public records of Harris County are attached hereto, including:

Bylaws of New Forest Homeowners Association Inc

FURTHER, other dedicatory instruments of the New Forest Homeowners Association Inc have already been filed in the public records of Harris County and these documents supplement the previously filed documents.

SIGNED on this 12th day of June, 2009.

Signature: _____



By: Kim Easterling

Title: C.I.A. Services, Inc., Managing Agent for
New Forest Homeowners Association Inc

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STATE OF TEXAS)
)
COUNTY OF HARRIS)

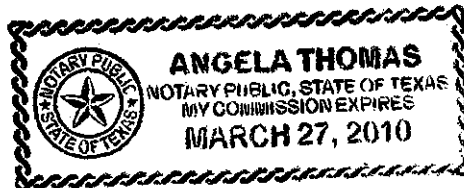
This instrument was acknowledged before me on this 12th day of June, 2009 by Kim Easterling.

Signature: _____



By: Angela Thomas

Title: Notary in and for the State of Texas
My commission expires on 03/27/10



FILED FOR RECORD
8:00 AM

JUN 16 2009

Return to: C.I.A. Services, Inc.
8811 FM 1960 Bypass Road, Suite 200
Humble, Texas 77338
Phone: 281-852-1700 Fax: 281-852-4861

County Clerk
County Clerk, Harris County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

BYLAWS
OF
NEW FOREST HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the corporation is New Forest Homeowners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
Definitions

1. "Association" refers to New Forest Homeowners Association, Inc.
2. "Lot" means any of the numbered Lots shown on the plat of New Forest or any replat, and subject to the New Forest Protective Covenants.
2. "Members" shall be the Developer and any Owners of Lots that are subject to the New Forest Protective Covenants.
3. "New Forest" shall mean and refer to New Forest, Section One, being a subdivision in Harris County, Texas under according the map or plat thereof records under Harris County Clerk File No. X171338 and Film Code No. 545208 and such additional lands that subsequently become subject to the New Forest Protective Covenants. *see*
4. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for performance of an obligation. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.
5. "Protective Covenants" shall be the Declaration of Covenants, Conditions, and Restrictions For New Forest, Section One as recorded in the public records of Harris County, Texas, as the same may hereafter be amended or superceded.
6. The term "Developer" shall mean New Forest Properties, L.P., or its successors or assigns provided such successors and assigns (i) acquire more than one Lot in New Forest for purposes of development or resale and (ii) are designated as the Declarant with respect to the Protective Covenants by an instrument in an instrument filed of record in the Official Public Records of Real Property of Harris County, Texas.

ARTICLE III
Meeting of Members

1. Place of Meetings

All meetings of Members shall be held at the principal office of the Association, or at such other place within Harris County, Texas, as may be designated by the Board of Directors or officers or Members calling the meeting.

2. Annual Meeting

The first regular meeting of the Members of the Association shall be held on the first Monday in November, 2004, at 10:00 a.m., at the principal office of the Association or on such other date as the Board of Directors determines. Subsequent annual meetings shall be held on the anniversary date of the first annual meeting or as otherwise determined by the Board of Directors.

3. Special Meeting.

Special meetings of the Members may be called at any time by the president or by resolution of the Board of Directors. Special Meetings of Members may also be called by the secretary upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted thereat.

4. Notice of Members Meeting.

Notice of all meetings of the Members stating the place, day and hour of the meeting, the record date, if any, the means of any remote communications by which Members may be considered present and vote at the meeting, and the purpose or purposes for which the meeting is called shall be delivered not less than fifteen (15) nor more than sixty (60) days before the meeting to the Members of record on the date the notice is given. Any Member may specify a form of electronic transmission to be used to communicate notice and consent to electronic notice. This consent may be revoked by written notice to the Association. The Member's consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two consecutive notices, and the person responsible for delivering such notices knows that delivery was unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at the address as it appears in the records of the Association, with postage thereon prepaid. If sent by facsimile or email, the notice is deemed given when it is transmitted to a facsimile number or electronic mail address provided by the Member for the purpose of receiving notice. If posted on an electronic network, it is deemed given when posted on the network and a message is sent to the Member at the address provided by the Member for the purpose of alerting the Member of a posting. If sent by any other form of electronic submission consented to by the Member, it is deemed given when communicated to the Member in such form. An affidavit of the secretary, assistant secretary, or other agent of the Association that notice has been given by electronic transmission is, in the absence of fraud, prima facie evidence that the notice was given.

5. Quorum

The presence at the meeting of the Members entitled to vote or represented by proxy of ten percent (10%) or more votes of the Members shall constitute a quorum at a meeting of Members for any action except as otherwise provided in the Articles of Incorporation, the Protective Covenants, or these Bylaws. But, if a quorum is not present or represented, a majority in interest of the Members present thereat shall have the power to adjourn the meeting, from time to time, without notice other than the announcement at the meeting until a quorum as aforesaid shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The vote of the Members holding a majority of the votes entitled to be cast and thus represented at a meeting at which a quorum is present shall be the act of the Members, unless the vote of a greater number is required by law, the Articles of Incorporation, the Protective Covenants, or these Bylaws.

6. Proxies

At all meetings of Members, each Member who is entitled to vote may vote in person, by electronic transmission or telephone if the Association makes such means available, or by proxy. All electronic transmissions of votes must contain or be accompanied by information from which it can be determined that the transmission is authorized by the Member. All proxies shall be in writing or given by electronic transmission with appropriate identifying information and filed with the secretary. Each proxy shall be revocable and shall automatically cease should membership in the Association cease.

7. Voting Rights

In the election of directors of the Association and in all other matters submitted to a vote of the Members of the Association, voting shall be as follows:

(a) So long as Developer owns any Lots, Developer shall be a Member. Initially, Developer shall be entitled to three votes for each Lot owned and it shall be a Class B Member. Upon the earlier to occur of the following events, Developer's membership interest shall be converted from a Class B membership interest to a Class A membership interest, meaning it is entitled to one vote per Lot owned: (1) the total votes of all Class A Members exceeds the total votes of Class B Members, or (2) ten years from the date the Protective Covenants are first filed with the County Clerk of Harris County, Texas for recordation in the Official Public Records of Real Property in Harris County, Texas, or (3) such earlier time as the Developer in its sole discretion elects. Notwithstanding the prior provisions of this subsection (a), if additional property comes within the jurisdiction of the Association such that the Developer owns more than 25% of all Lots under the jurisdiction of the Association, then the Developer shall automatically become a Class B Member again and its Class B membership shall continue until converted again in accordance with the previous sentence.

(b) Each Owner of a Lot other than the Developer shall be a Class A Member and, so long as its voting rights have not been suspended as provided in subsection (c) below, shall be entitled to one vote per Lot owned. If more than one person or entity owns an interest in any Lot, all the Owners shall be Class A Members. The vote attributable to a Lot

owned by more than one Owner shall be exercised by the Owners as they determine among themselves, but no more than one vote may be cast with respect to any Lot.

(c) The Board of Directors may cause the Association to suspend a Member's voting rights and right to use the recreational and other facilities owned or operated by the Association for any period during which any assessment against the Member's Lot or any other sum due the Association by the Member remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(d) The Class A Members and the Class B Members shall each vote separately as a class on any proposal to dissolve the Association, to approve a merger or consolidation to which the Association is proposed to be a party, to approve any dedication, sale or transfer of all or any part of the common area owned by the Association or to pledge or mortgage any portion of such common area.

8. Officers at Meetings

Meetings of the Members shall be presided over by the president, or if he/she is not present, by any one of the vice presidents. The secretary shall act as the secretary of the meeting if present.

9. Record Dates

The Board of Directors shall fix a record date for determining the Members entitled to notice of each Member's meeting or for the purpose of determining the Members entitled to take any action. If a record date is not fixed, Members on the date of the meeting or action who are otherwise eligible to vote are entitled to vote at the meeting or approve the action.

ARTICLE IV Board of Directors

1. Board of Directors

The business and property of the Association shall be managed and controlled by the Board of Directors. The number of directors may be increased or decreased by amendment of these Bylaws, provided that no decrease shall affect the shortening of the term of any incumbent director and the number of directors shall never be reduced to less than three. Each director shall serve a term of three years. Unless sooner removed in accordance with these Bylaws or until the Association has received a written resignation, Members of the Board of Directors shall hold office for until the next annual election occurring after their respective terms of office expire and until their successors have been elected and qualified.

2. Qualifications

Directors must be Members of the Association or persons affiliated with the Developer.

3. Vacancies

Any vacancies occurring in the Board of Directors, including vacancies resulting from any increase in the number of directors, may be filled by affirmative vote of the majority of the directors then in office, though less than the quorum of the entire board, and the directors so elected shall hold

office until the next annual election occurring after their respective terms of office expire and until their successors are elected and have qualified.

4. Nomination

Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association, who need not be Members of the Board of Directors. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

5. Election

Election of Members of the Board of Directors may be by written, secret ballot or by such other manner as may be approved at a meeting. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

6. Place of the Meeting

Meetings of the Board of Directors may be held either within or without the State of Texas, at whatever place is specified by the officer or director calling a meeting. In the absence of specific designation, the meeting shall be held at the principal office of the Association.

7. Regular Meeting

The Board of Directors shall meet once each year, immediately following the annual meeting of the Members, and at the place of such meeting, for the transaction of such business as may be properly brought before it. No notice of annual meetings need be given to the Board of Directors. Regular meetings may be held at such other times as shall be designated by the Board of Directors and no notice needs to be given of regular meetings.

8. Special Meeting

Special meetings of the Board of Directors may be held at any time upon the call of the president, the secretary or any director. Except as otherwise herein provided, neither the business to be transacted nor the purpose of any regular and special meeting of the Board of Directors need be specified in a notice or waiver of notice of such meeting.

9. Quorum

A majority of the number of directors fixed by these Bylaws as from time to time amended shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time until they can secure the attendance of a quorum. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any regular or special directors' meeting may be adjourned from time to time by those present, whether a quorum is present or not.

10. Compensation

Directors shall not receive any compensation for their services; provided that nothing contained herein shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

11. Removal

Any director may be removed, either for or without cause, at any special meeting of Members by a majority affirmative vote. The notice calling such meeting shall give notice of the intention to act under such matter, and if the notice so provides, the vacancy caused by such removal may be filled at such meeting by a majority vote. For cause, a director may be removed at any meeting of the Board of Directors, by the affirmative vote of the majority of the Board of Directors then in office.

12. Powers of the Board of Directors

The Board of Directors shall have the power to:

(a) exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Protective Covenants;

(b) declare the office of a Member of the Board of Directors to be vacated in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(c) employ or engage managers, accountants, bookkeepers, attorneys and other independent contractors or employees as it deems necessary, and to prescribe their duties;

(d) assume and/or delegate the duties and powers of the Architectural Control Committee at the time and as provided in the Protective Covenants;

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

(f) cause the Association to borrow money; and

(g) adopt and publish rules and regulations governing the use of common area and facilities, if any, and the personal conduct of Members and their guests thereon, and to establish penalties for infractions thereof.

13. Duties of the Board of Directors

In addition to other duties imposed by law or by the Protective Covenants, it shall be the duties of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any

special meeting, when such statement is requested in writing or by electronic transmission by twenty-five percent (25%) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association and see that their duties are properly performed;

(c) fix the amount of the annual assessments against property subject to the jurisdiction of the Association and to take actions as it deems appropriate to collect all assessments and charges and to enforce the liens given to secure payment thereof;

(d) issue, or cause an appropriate officer to issue upon demand, by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board of Directors for the issuance of such certificate; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(e) cause any officer or employee having fiscal responsibility to be bonded as it may deem appropriate; and

(f) appoint a nominating committee as provided in the Protective Covenants.

14. Notice of Directors Meetings. Notice of directors meetings for which notice is required to be sent shall be sent by mail to the last known address of each director at least three (3) days before the meeting. Oral notice may be substituted for such written notice if given not later than one day before the meeting. Electronic notice may be substituted if given at least three (3) days before the meeting as evidenced by a dated confirmation of receipt of the notice. Notice of the time, place and/or purpose of such meeting may be waived in writing or by electronic transmission before or after said meeting, and shall be equivalent to the giving of notice. Attendance of a director at a meeting shall also constitute a waiver of notice thereof, except when the director attends for the announced purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

ARTICLE V Officers and Their Duties

1. Officers

The officers of this Association shall be a president, who shall at all times be a Member of the Board of Directors; a vice president or vice presidents, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create, all of whom shall hold office for one year and until their successors are elected and qualified. Two or more offices may be held by the same person except that no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation, the Protective Covenants or these Bylaws to be executed, acknowledged or verified by two or more officers.

2. Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Special Appointments

The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

4. Compensation

The compensation, if any of the officers shall be determined by the Board of Directors, may be set and altered by the Board of Directors, from time to time except as otherwise provided by contract.

5. Vacancies

Whenever any vacancy occurs in any office by death, resignation, increase in the number of officers of the Association, or otherwise, the vacancy shall be filled by the Board of Directors, and the officers so elected shall hold office until his or her successor is chosen and qualified.

6. Removal

Any officer or agents, elected or appointed, by the Board of Directors, may be removed by the Board of Directors, with or without cause, whenever in its judgment, the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights,

7. President

It shall be the duty of the president to preside at all meetings of the Members and all meetings of the Board of Directors of the Association; to sign all deeds, conveyances, releases, mortgages; and to co-sign all checks and promissory notes.

8. Vice President

A vice president may perform the usual and customary duties that pertain to such office, but not unusual or extraordinary duties or powers conferred by the Board of Directors upon the president, and under the direction and subject to the control of the Board of Directors, such other duties as may be assigned to him or her.

9. Secretary

It shall be the duty of the secretary to attend all meetings for the Members of the Board of Directors and record correctly the proceedings had at such meetings in a book suitable for that purpose. It shall also be the duty of the secretary to keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with

their addresses; and to perform such other duties as may be designated by the Board of Directors. The duties of the secretary may also be performed by any assistant secretary in the absence of appointment of a treasurer for the Association the secretary shall also perform the duty of the treasurer.

10. Treasurer

The treasurer shall keep such money of the Association as may be entrusted to him or her and keep an account of same. The treasurer shall also co-sign all checks and promissory notes. The treasurer shall be prepared at all times to present information as to the condition of the Association, shall make a detailed annual report of the entire business and financial condition of the Association. The person holding the office of the treasurer shall also perform, under the direction and subject to the control of the Board of Directors, such other duties as may be assigned to the treasurer. The duties of the treasurer may also be performed by any assistant treasurer.

11. Delegation of Authority

In the event of the absence of any officer of the Association, the Board of Directors may delegate some or all of the powers or duties of such officer to any other officer or any other director, employee, member, or agent.

ARTICLE VI
Assessments

As more fully provided in the Protective Covenants, each Member is obligated to pay to the Association certain annual and special assessments, community enhancement fees, and reasonable charges for the use of recreational facilities, all of which are secured by a continuing lien upon the property against which the assessment is made. Any assessments or charges which are not paid when due shall be delinquent and shall bear interest at the highest legal interest rate per annum allowed in the State of Texas at that time unless a different rate is provided in the Protective Covenants. Such assessments and charges together with interest and reasonable attorneys fees and other costs of collection shall be a covenant running with the land and to secure the payment thereof, a lien shall be retained upon the property as provided in the Protective Covenants and such lien may be enforced and such amounts may be collected in accordance with the Protective Covenants. Each such assessment or charge, together with interest, costs and reasonable attorney's fees shall also be and remain the personal obligation of the individual or individuals who own the particular Lot at the time the assessment or charge becomes due notwithstanding any subsequent transfer of title to such Lot.

ARTICLE VII
Indemnification

1. Suits against Association

Subject to the provisions of Section 3 of this Article, the Association shall indemnify any director or officer or former director or officer of the Association for expenses and costs (including attorney's fees) actually and necessarily incurred by him or her in connection with any claim asserted against him or her, by action of a court or otherwise, by reason of his or her being or having been

director or officer except in relation to matters as to which he or she shall have been guilty of negligence or misconduct in respect of the manner in which indemnity is solved.

2. Suit by or on behalf of Association

Subject to the provisions of Section 3 of this Article, the Association shall indemnify any person who was or is a party or is threatened to be made a party to or threatened, pending, or contemplated action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the Association against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to each such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless and only to the extent that the appropriate court of the State of Texas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses with which the appropriate court of the State of Texas or such other court shall deem proper.

3. Approval of Indemnification

Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon the determination that indemnification of the director or officer is proper in the circumstances because he or she had met the applicable standards of conduct set forth in Sections 1 and 2, above. Such determination shall be made by (1) the Board of Directors by majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (2) if such a quorum is not obtainable, or, even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel (who may be counsel to the Association) in a written opinion, or (3) by the Members.

4. Other Rights

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executor and administrators of such person.

5. Insurance

The Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association against any liability asserted against said director and incurred by said director in any capacity, or arising out of the director status as such, whether or not the Association would have the power to indemnify the director against such liability on the provisions of this Article or the Texas Non-Profit Corporation Act.

ARTICLE VIII
Miscellaneous Provisions

1. Amendments

These Bylaws may be altered or repealed at any regular meeting of the Members or at any special meeting of the Members at which a quorum is present or represented, provided notice of proposed alteration or repeal must be contained in the notice of such special meeting, by the affirmative vote of at least 2/3 of each class of the votes entitled to be cast at such meeting and present or represented thereat. Notwithstanding anything contained herein to the contrary, these Bylaws shall not be amended without the approval of New Forest Properties, L.P. so long as it is a Class B Member.

2. Waiver

Whenever, under the provisions of any law, the Articles of Incorporation, or amendments thereto, the Protective Covenants, or these Bylaws, notices are required to be given to any Member, director, or committee Member, a waiver thereof in writing or by electronic transmission signed or sent by the person or persons designated to receive such notice, whether before or after the times stated therein shall be equivalent to the giving of such notice.

3. Offices

The principal office of the Association shall be designated by resolution of the Board of Directors. The Association may also have offices at such other places as the Board of Directors may, from time to time, designate or as its business may require.

4. Resignation

Any director or officer may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

5. Actions by Less Than Unanimous Consent without a Meeting

Any action required or permitted to be taken at a meeting of the Members or directors may be taken without a meeting if a consent setting forth the action so taken shall be signed by such number or percentage of the Members or directors as the case may be, who are entitled to vote on the matter and whose votes would be required to approve the action if the action was proposed at a meeting at which all the Members or directors (as appropriate) were present. Such consent shall have the same force and effect as a unanimous vote thereon. The signed consent shall be maintained by the Association.

6. Meetings by Remote Communication

Members and directors may participate in and hold any meeting by means of remote communication if the Board of Directors determines, in its discretion, that the meeting may be held in such manner. Any persons present by remote communication and not physically present at a

meeting may participate in the meeting, and shall be considered as present in person and may vote if (a) the Board of Directors implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is eligible to vote, and (b) the Board of Directors implements reasonable measures to provide the persons who are participating by remote communication a reasonable opportunity to participate in the meeting and to vote, including an opportunity to read or hear the proceedings substantially concurrently with the proceedings. The Association shall maintain a record of all votes or other actions taken at any meeting of Members or directors by remote communication.

7. Books and Records

The books, records, papers and electronic files of the Association shall at all times during reasonable business hours be subject to inspection by any Member or director. The Protective Covenants, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any Member or director at the principal office of the Association, where copies may be purchased at a reasonable cost.

8. Conflict

In case of any conflict between the Articles of Incorporation, the Protective Covenants and these Bylaws, the Protective Covenants shall control. If there is a conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall control. If there is a conflict between these Bylaws and the Protective Covenants, the Protective Covenants shall control.

9. Fiscal Year

The fiscal year of the Association shall be determined and established by the Board of Directors by appropriate resolution.

These Bylaws were adopted effective December 15, 2003, by New Forest Properties, L.P., the sole member of the Association.

NEW FOREST PROPERTIES, L.P., sole member

By: New Forest Development Company, LLC,
its general partner

By:

Name:

Title:



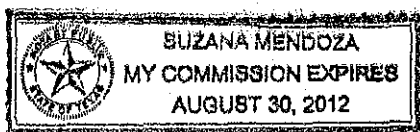
MICHAEL L. WILSON

VICE PRESIDENT

THE STATE OF TEXAS :
:
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared Michael L. Wilson, Vice President of New Forest Development Company, LLC, a Texas limited liability company, general partner of New Forest Properties, L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 day of January, 2009.



Suzana Mendoza
Notary Public, STATE OF TEXAS

S:\docs\22272\048\Homeowners Association\Bylaws 090108.doc

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 document was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUN 16 2009



Beverly B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

After recording return to:

Stephenson Snokhous & Fournier
4544 Post Oak Place, Suite 378
Houston, Texas 77027