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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PEACH CREEK PLANTATION**

THIS DECLARATION, made as of August 1, 2006, by Peach Creek Plantation LTD., hereinafter referred to as "Developer".

WITNESSETH

WHEREAS, Developer is the owner of certain tract of land consisting of 3734 acres in the Elijah Votaw Survey, A-584 and Peter Whitaker Survey, A-598 recorded under County Clerk's file numbers 2006-091547 of the Official Public Records of Real Property of Montgomery County, Texas (said property being hereinafter known as Peach Creek Plantation, Section One (1), Section Two (2) and Section Three (3), as set forth in the subdivision plats thereof recorded in Cabinet Z, as Sheet Numbers: 1156, 1322 and 1479, of Montgomery County, Texas, and together with any other real property made a part of the Subdivision).

WHEREAS, Developer desires to develop the Property for residential purposes and to provide and adopt a uniform plan of covenants, easements, restriction, conditions, reservation, charges and liens designed to govern, control and preserve the values and amenities of the Property for the better development, improvement, sale, use and enjoyment of the Property.

WHEREAS, Declarant has incorporated, or will incorporate, Peach Creek Plantation Homeowners Association, Inc. a nonprofit organization created under the laws of the State of Texas, and has established, or will establish the bylaws by which said corporation shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Developer hereby declares that the Property shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following easements, restriction, reservations, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon said Property and which shall run with the Property and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and all of which shall inure to the benefit of each owner of any part of the Property.

WHEREAS, These covenants and restrictions shall apply to all lots in said subdivision except Reserves.

ARTICLE 1-DEFINITIONS

The following words, when used in the Declaration, shall have the following meanings:

SECTION 1. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot.

SECTION 2. "Corner Lot" shall mean and refer to a Lot which abuts on more than one Street.

SECTION 3. "Developer" shall mean and refer to Peach Creek Plantation LTD., its successors or assigns.

SECTION 4. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat intended for the construction or placement of a residence.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 6. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the property included in the plat of the Subdivision and additional lands added to the jurisdiction of the Association as provided herein.

SECTION 7. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat.

SECTION 8. "Subdivision" shall mean and refer to Peach Creek Plantation, Section One (1), Section Two (2) and Section Three (3), as set forth in the subdivision plats thereof recorded in Cabinet Z, as Sheet Numbers: 1156, 1322 and 1479, of Montgomery County, Texas, and together with any other real property made a part of the Subdivision.

SECTION 9. "Subdivision Plat" shall mean and refer to the recorded maps or plats of the Subdivision, and the plat of any other property that becomes subject to this Declaration and any replat, partial replat, or amendment of the above-described plats.

SECTION 10. "Original Homeowner" shall mean and refer to any purchaser of a Lot from Declarant or a Builder on which a residence has been placed or constructed.

ARTICLE II-ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created an Architectural Control Committee (herein referred to as the "Committee") comprised of Tom Aikin and Ryan Aikin, each of whom shall serve until his successor is appointed as hereinafter provided. The Committee shall be responsible for enforcing and maintaining the architectural integrity of improvements constructed on the Lots and the quality of workmanship and materials utilized in the construction of such improvement in conformance with the restrictions herein. An action approved by a majority of the members of the Committee shall be deemed to be an act of the Committee. The duties and powers of the Committee, its successors and the designated representatives as provided for hereinbelow, shall cease on the earlier of December 31, 2030 or when 90% of developer's home sites are sold. In the event of the death or resignation of any person serving on the Committee, the Declarant, by recorded written instrument, shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers herein granted to the Committee.

The Committee shall meet from time to time as is necessary to perform its duties hereunder. No person serving on the Committee shall be entitled to compensation for services performed.

SECTION 2 POWERS OF THE COMMITTEE. No building, structure or other improvements shall be commenced, erected, maintained or constructed on any Lot until the site plan (including a description of the trees to be cleared on the Lot) and the final working plans and specifications have been submitted to and approved in writing by the Committee as to conformity with the restrictions herein contained and harmony of external design and location in relation to existing structures and topography. In the event the Committee fails to approve or disapprove the site plan and plans and specifications for proposed improvement or clearing within thirty (30) days after submission of all such materials to the Committee, approval thereof shall be deemed to have been given; provided, however, failure to approve or disapprove such site plan and final working plans and specifications shall not be deemed to permit the construction of any improvements in a manner prohibited under the terms of this Declaration.

The committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height, and extent of fences, walls or other screening devices, the orientation of structures with respect to streets, walks paths and structures on adjacent property and acceptable exterior materials, colors and finishes that may be utilized in construction or repair of improvement. The Committee shall have full power and authority to reject any site plan or final working plans and specification that do not comply with the restriction herein contained or that do not meet its minimum construction or architectural design requirements or that, in the sole and uncontrolled discretion and opinion of the Committee, will not be compatible with the overall character and aesthetics of the Subdivision

Where specifically granted the power by the provisions hereof, the Committee shall have the right, exercisable at its sole discretion, to grant variances to certain restriction in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision. The Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument addressed to the Owner of the property relative to which such variance has been requested, describing the applicable restriction(s) and the particular variance requested, expressing the decision of the Committee to permit the variance, and describing (when applicable) the conditions on which the variance has been approved. Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice of disapproval from the Committee or (b) failure by the Committee to respond to the request for variance.

SECTION 3. NON-LIABILITY FOR COMMITTEE ACTION. No member of the Committee, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable, In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed an approval of, from any building or improvement from the standpoint of safety, whether structural or otherwise, or conformance with existing building codes, governmental laws or regulations, Furthermore, no member of the Committee or the Declarant shall be personally liable for any torts committed by or on its members.

ARTICLE III - USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot is hereby restricted to residential usage for single family residential dwellings. No business, professional, commercial or manufacturing use shall be made of any Lot. A lot owner may use the property for home occupation so long as there is no external evidence thereof (such as signs, advertising of business, etc.) No commercial signs will be allowed on homesites, except for real estate signs (No larger than three (3) square feet or signs denoting lot owners installed by Declarant.)

SECTION 2. ANIMALS AND LIVESTOCK. No hogs of any kind shall be raised, bred or kept on any Lot. Consistent with its use as a residence, a maximum of five (5) dogs, cats or other household pets may be kept on a Lot, provided that they are not kept, bred or maintained for any business purposes. Further, provided that one horse per acre will be permitted for all Lots that are 1 acre or more in size, a 4-H or FFA project may be kept by children of an Owner. Additionally, all county leash laws related to animals shall apply.

SECTION 3. NUISANCE No noxious or offensive activity shall be carried on upon any lot, which could become a nuisance to residents of the Subdivision.

SECTION 4. STORAGE AND REPAIR OF VEHICLES. No junk vehicles may be kept on any lot. This includes cars, trucks, boats, etc. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles on Streets other than work of a temporary nature. For the purposes of the foregoing term "temporary" shall mean that the vehicle shall not remain in Streets in excess of seventy-two (72) hours.

SECTION 5, PERMITTED HOURS FOR CONSTRUCTION ACTIVITY. Except in an emergency or when other unusual circumstances exist, as determined by the Declarant, its successors or assigns outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 10:00 p.m.

SECTION 6. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tight-fitting sanitary covers or lids and placed in an area adequately screened from the view of any streets. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other

governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Street. All structures must be completed within one year of the start of construction.

SECTION 8. SUBDIVIDING LOT. Any Lot that may be re-subdivided, in accordance within Montgomery County Regulations. Whenever a lot is subdivided, the additional lot or lots will be a member of the POA and pay maintenance fees individually as ownership changes.

SECTION 9. BUILDING OF RESIDENCE IN FLOOD PLAIN PROHIBITED. All residences will be constructed outside the boundaries of the 100 year flood plain as reflected on Peach Creek Plantation Subdivision Plat, Section One (1), Section Two (2), and Section Three (3), as Recorded in Cabinet Z, as Sheet Numbers: 1156, 1322 and 1479, of the Montgomery County Plat Records.

ARTICLE IV - ARCHITECTURAL RESTRICTION

SECTION 1. TYPE OF RESIDENCE. Only one residence shall be built or placed on each Lot. A residence is defined as a site built single family home, (not more than three stories). No building shall be erected or placed on said property that has not been first approved by the Committee. All structures shall be of new construction and no structure shall be moved from another location onto any Lot without the approval of the Committee. Mobile homes or modular housing are prohibited from being placed on the property. Any temporary structure such as a camper may be used, but may not be used as a primary residence. No stay over fourteen (14) days at any one time. A tent may be used on a temporary basis, but must be removed after stay (Not to exceed fourteen (14) days). However an RV or Camper may be used as a temporary residence during the time of home construction. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. Temporary structures must not be visible from the street. Storage of RV's or Boats must not be visible from the street.

SECTION 2. LIVING AREA AND CONSTRUCTION REQUIREMENTS. All residences shall contain not less than fifteen hundred (1500) square feet of living area, excluding garages and porches unless otherwise approved by the Committee

SECTION 3. GARAGES. All residences must be constructed with an enclosed 2 car garage suitable for automobiles. The garage must be approved by the Committee prior to construction.

SECTION 4. LOCATION OF RESIDENCE ON LOT AND SET BACK LINES. The location of each residence on a Lot will be approved by the Committee with its approval of the site plan and the final working plans and specifications. No building shall be located on any Lot nearer than seventy five (75) feet to any street and no building shall be located on any utility easement. No residence shall be located nearer than fifteen (15) feet to an interior lot line. No residence or attached or detached garage shall be located nearer than forty (40) feet to the rear lot line.

SECTION 5. TEMPORARY BUILDINGS. Unless otherwise approved by the Committee, temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences. Builders in the Subdivision may use garages as sales offices for the time during which such Builders are marketing homes on lots within the Subdivision. At the time of the sale of a residence by a Builder any garage appurtenant to such residence used for sales purposes must be reconverted to a garage.

SECTION 6. FENCES. The construction or installation of walls, fences and hedges by Owners shall be subject to the approval by the Committee. The owner will be responsible for maintaining in first class condition all fences on his property. All fences must be made of new material & approved by committee. All fences on road frontages must be constructed of wood, vinyl, wrought iron, or masonry material.

SECTION 7. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Committee other than one sign of not more than three (3) square feet advertising the particular Lot on which the sign is situated for sale or rent. The right is reserved by Declarant to construct and maintain, or to allow Builders within the Subdivision to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings. In addition, the Declarant shall have the right to erect identifying signs at each entrance to the Subdivision.

SECTION 8. TRAFFIC SIGHT AREAS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any Corner Lot within ten (10) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 9. MINIMUM LOT SIZE IN RELATION TO RESIDENCE. Any person owning two or more adjoining Lots may consolidate such Lots into building sites with the privilege of constructing improvements permitted herein. Only the exterior building lines will apply.

SECTION 10. INTERFERENCE. No radio or television signals or any other forms of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

SECTION 11. WATER SUPPLY. A central water well system well be constructed within the subdivision and it will be mandantory for each home to be connected to system. However, any homeowner may also have their own private well.

SECTION 12. SOUND DEVICES. No horns, whistles, bells or other sound devices except for security systems used excessively to protect a residence, shall be placed or used on any Lot or in any residence. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonable low lever with respect to the adjoining property.

SECTION 13. PROPANE OR NATURAL GAS STORAGE TANKS. All storage tanks which are placed upon a lot for the purpose of storing butane, propane or natural gas, must be set at least 25 feet behind the front line of the residence and reasonably screened from street view by buildings, lattice-work or shrubbery.

SECTION 14. CLOTHES LINES. All clothes lines must be set behind any residence, out of view of any street.

ARTICLE V – EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities, including cable television, are reserved as shown and provided for on the Subdivision Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized residential subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants. to fences, shrubbery, trees, flowers, improvements or other property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

ARTICLE VI – ENFORCEMENT

Any Owner or the Committee have the right to enforce, by any proceeding at law or in equity, the covenants, conditions and restrictions contained herein. Failure of the Owner or Committee to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII - PROPERTY OWNERS ASSOCIATION

Each lot shall be subject to a monthly maintenance charge to be used for the purpose of maintaining of all common areas, maintenance and installation of street paths, parks, pathway's esplanades, retention pond, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of which it considers to be a general benefit to the Owners or occupants of the property covered by these Restrictions. Such fund may also be used for the purpose of enforcement of all covenants

and restriction of this section or subsequent sections of **PEACH CREEK PLANTATION**. The amount of the maintenance charge shall be set by the Administrator of the funds from time to time subject to the limitations contained herein.

The Developer shall collect and maintain control over the maintenance fund and administer same until all of the lots in **PEACH CREEK PLANTATION**, are sold by Deed or Contract or for ten (10) years from this date whichever comes first or at any earlier time if the Developer so elects. At that time the Developer shall cause a Property Owners Association to be organized and formed as a nonprofit corporation under the laws of the State of Texas. No other association, group, corporation, individual or any entity other than the association formed pursuant to these Restrictions shall be authorized to collect and administer the maintenance fund.

The Property Owners Association shall consist of all of the Owners of lots in **PEACH CREEK PLANTATION**. The name of the Association shall be **PEACH CREEK PLANTATION PROPERTY OWNER'S ASSOCIATION**. Each residential lot Owner shall be a member of such Association. The Association shall be governed by a Board of Directors consisting of five (5) property owners selected by the Developer at such time as maintenance responsibility and authority is vested in the Association.

Such Association may adopt such By-Laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

No member of the Property Owners Association or their successors or assigns, or the Developer shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Property Owners Association except for theft, fraud or defalcation.

The maintenance charge shall be paid annually on the first day of each February following the purchase of such lot or lots. The maintenance charge shall not accrue against any lot in which the legal and/or equitable title is vested in **PEACH CREEK PLANTATION LTD.**, notwithstanding that a lot may have been previously sold by a Deed or Contract and title thereto reverted back to **PEACH CREEK PLANTATION PROPERTY, LTD.** During the time that such fund is administered by the Developer, the monthly charge shall not exceed Two Hundred and No/100 (\$200.00) Dollars per year. However, after the Property Owner's Association assumes responsibility of administration, the Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien on the lots subject to such charge and shall be the personal obligation of the lot owner. The administrator of such funds shall **not** be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent lot Owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No Owner may waive or otherwise escape liability for the maintenance charge provided for herein by nonuse of the Common Area or abandonment of his lot.

The Administrator of funds shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph. During all times that **PEACH CREEK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**, is the Administrator of such funds it shall maintain the proceeds in an account separate and apart from all other accounts of **PEACH CREEK PLANTATION**, and shall keep accurate records of all receipts and disbursements. In the event **PEACH CREEK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**, is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by this fund, **PEACH CREEK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**, shall be entitled to repayment at such time as the fund is sufficient.

ARTICLE VIII - GENERAL PROVISIONS

SECTION 1. DURATION. This Declaration shall remain in full force and effect until December 31, 2020 and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of five (5) years each, unless modified or terminated in the manner hereinafter set forth.

SECTION 2. MODIFICATION OR TERMINATION This declaration may be modified or terminated at any time in any particular or terminated in its entirety by the recording in the Official Public Records of Real Property of Montgomery County, Texas of an amendment or termination instrument, signed by Owners representing 2/3rds of the Owners.

SECTION 3. NOTICES. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Official Public Records of Real Property of Montgomery County at the time of such mailing and any notice or submittal for approval required to be sent to the Committee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, Registered or Certified Main, return receipt requested, to the following address: Peach Creek Plantation Architectural Control Committee 206-A South Loop 336W-230 , Conroe, Texas 77304.

SECTION 4. VIOLATION OF RESTRICTIONS. Enforcement of the provisions hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the Owner of any Lot or by the Declarant, its successors or assigns. The failure of any person entitled to enforce any of the provisions hereof to enforce the same shall in no event be deemed a waiver of the right to enforce this Declaration thereafter.

SECTION 5. VALIDITY OF DECLARATION. Invalidation of one or more of the covenants, conditions, reservation, or restrictions herein contained by judgment or court order or otherwise, shall in nowise affect any other of the covenants, conditions, reservations or restrictions which shall continue and remain in full force and effect.

SECTION 6. GOOD-FAITH LENDERS CLAUSE. Any violation of these restriction shall not affect any lien or deed of trust of record held in good faith, upon any Lot or any part thereof, which liens may be enforced in due course, subject to the covenants, conditions, reservations, and restrictions contained herein.

SECTION 7. CONFLICT WITH DEEDS OF CONVEYANCE. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall control to the extent of such conflict.

SECTION 8. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 9. GENDER AND GRAMMAR. The singular whenever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals. male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 10. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 11. REPLATTING. Declarant shall have the right, but shall never be obligated, to re-subdivide into Lots, by recorded plat or in any lawful manner, any reserve tracts contained within the Subdivision and such Lots as replatted shall be subject to these restriction as if such Lots were originally included herein.

SECTION 12. RETENTION PONDS. Any Lots having retention ponds constructed in the area designated on the plat of the subdivision. These retention ponds will be constructed to depths to provide year round water in the ponds and to allow additional capacity for water retention. The owners of these lots shall be responsible for maintaining and repairing the ponds so as to provide the proper capacity for water retention. The owner shall maintain the retention ponds to prevent unsightly appearance. If the ponds are not properly maintained, the County may repair and maintain the retention ponds at the owners' expense.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of September, 2006.

**PEACH CREEK PLANTATION,
a Texas Limited Partnership**

**BY: Peach Creek Management LLC, a
Texas Limited Liability Co., General
Partner**

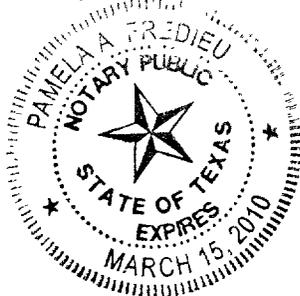
BY: *Thomas E. Aikin*
Thomas E. Aikin, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas E. Aikin, in his capacity as President of Peach Creek Management L.L.C. a Texas Limited Liability Company, as General Partner of Peach Creek Plantation LTD., a Texas Limited Partnership known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of September, 2006.



Pamela A. Fredieu
NOTARY PUBLIC - STATE OF TEXAS

After Recording:
Stewart & Stewart Attorneys
402 W. Phillips
Conroe, Texas 77301

FILED FOR RECORD
2009 MAR 16 PM 12:28

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS
COUNTY OF MONTGOMERY

I hereby certify 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 at Montgomery County, Texas.

MAR 16 2009



Mark Turnbull
County Clerk
Montgomery County, Texas

BYLAWS

OF

PEACH CREEK PLANTATION
PROPERTY OWNERS ASSOCIATION

(Amended September 2016)

BYLAWS
OF
PEACH CREEK PLANTATION
PROPERTY OWNERS ASSOCIATION

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OFFICES

1.01. Principal Office. The principal office of the Association shall be located at such place as the Board of Directors may determine.

1.02. Other Offices. The corporation also may have offices at such other places within Montgomery County, Texas, as the Board of Directors may from time to time determine or the business of the Association may require.

1.03. Change of Location. The Board of Directors may change the location of any office of the Association.

ARTICLE 2
DEFINITIONS

2.01. “Association” shall mean and refer to Peach Creek Plantation Property Owners Association, its successors and assigns.

2.02. “Subdivision” shall mean and refer to Peach Creek Plantation, Section One, Peach Creek Plantation, Section Two, Peach Creek Plantation, Section Three, ZOE Estates, Blue Teal Estates, Boar’s Run Court, and Dossey Estates, all located in Montgomery County, Texas, and Peach Creek Estates, Section One, in San Jacinto County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, including future sections, if any of Peach Creek Plantation or Peach Creek Estates.

2.03. “Common Area” shall mean all real property (including the improvements thereto), if any, within the Subdivision owned by the Declarant and/or the Association for the common use, benefit and/or enjoyment of the Owners.

2.04. “Lot” or “Lots” shall mean and refer to the numbered lots as shown on the recorded plat(s) of the Subdivision, and any lot or tract resulting from the subdivision or re-subdivision of any and intended for the construction or placement of a residence, and any other lots brought within the jurisdiction of the Association.

2.05. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Subdivision. In the event of an executory contract for installment sale or contract for deed covering any Lot, the “Owner” shall be the seller named in the contract. “Owner” does not include those persons or entities having an interest merely as security for the performance of an obligation, persons or entities who own only an easement, or those having an interest in the mineral estate only.

2.06. “Developer” and/or “Declarant” shall mean and refer to Peach Creek Plantation, Ltd., and to any successor that acquires all of the unsold lots owned by the Declarant in the Subdivision by merger, consolidation or conveyance and to whom the Declarant’s status, rights and

privileges as the developer of the Subdivision are specifically assigned in a written document recorded in the Official Public Records of Real Property of Montgomery County, Texas or San Jacinto County, Texas.

2.07. “Restrictions” shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Peach Creek Plantation, as recorded in the Official Public Records of Real Property of Montgomery County, Texas under Clerk’s File Number 2009-020967 and any and all other restrictions applicable to the Subdivision or any portion thereof, together with any amendments or supplements thereto, and to any similar declaration applicable to other properties that may be subjected to the jurisdiction of the Association.

2.08. “Member” shall mean and refer to those persons entitled to membership in the Association.

ARTICLE 3 **QUALIFICATIONS FOR MEMBERSHIP**

3.01. Membership. The membership of the Association shall consist of all the Owners of the lots within the Subdivision. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, persons or entities who own only an easement, or those having an interest in the mineral estate only. Membership shall be appurtenant to and may not be separated from ownership of any lot.

3.02. Proof of Membership. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed, or title insurance policy evidencing ownership of a lot in the Subdivision. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

3.03. No Additional Qualification. The sole qualification for membership shall be ownership of a lot in the Subdivision. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Restrictions.

ARTICLE 4 **VOTING RIGHTS**

4.01. Voting. Voting shall be on a one vote per lot basis. The Owner or Owners of each lot are entitled to one vote for each lot owned in the Subdivision. If record title to a particular lot is in the name of two or more persons, all co-owners shall be Members and may attend any meeting of the Association but the voting rights appurtenant to each such lot may not be divided and fractional votes shall not be allowed. Any one of said co-owners may exercise the vote appurtenant to each such lot so owned at any meeting of the Members and such vote shall be binding and conclusive on all of the other co-owners of said lot who are not present; provided however, if one of the non-attending co-owners has given the Association notice of objection to the attending

co-owner's vote, no vote shall be cast for said lot except upon notice of unanimous consent by all such co-owners being given to the Association. In the event more than one vote is cast for a single lot by an Owner, none of the votes so cast shall be counted and all of such votes shall be deemed void.

4.02. Methods of Voting. At all meetings of Members, the voting rights of a Member may be cast or given:

- a. in person or by proxy at a meeting of the Association;
- b. by absentee ballot; or
- c. by electronic ballot by electronic mail or facsimile.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, all of which are required by Section 209.00592 of the TEXAS PROPERTY CODE.

4.03. Proxies. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

4.04. Quorum. The presence, either in person, by proxy, by absentee or mailed ballot, or by electronic ballot by electronic mail or facsimile, at any meeting, of Members entitled to cast at least ten (10%) percent of the total eligible votes of the Association shall constitute a quorum for any action. If at the required quorum is not present, the meeting may be adjourned and immediately reconvened for the sole purpose of conducting Director elections. The quorum required for election of Directors at the reconvened meeting shall be the number of votes cast in person, by proxy, by absentee ballot, or electronic ballot.

4.05. Required Vote. The vote of the majority of the votes entitled to be cast by the Members present or represented by proxy, and Members who have voted by absentee or mailed ballot or by electronic or faxed ballot at a meeting at which a quorum is present shall be the act of the meeting of the Members, unless the vote of a greater number is required by statute, the Restrictions, the Certificate of Formation or these Bylaws.

4.06. Cumulative Voting. Cumulative voting shall not be permitted.

4.07. Election Vote Tabulators. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the TEXAS GOVERNMENT CODE, may not tabulate or otherwise be given access to the ballots cast in the election or vote.

4.08. Recount Procedures. Members may, not later than the fifteenth (15th) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 209.0057 of the Texas Property Code.

ARTICLE 5

MEETINGS OF MEMBERS

5.01. Annual Meetings. The annual meeting of the Members of the Association shall be held at the hour of 10:00 a.m. on the first (1st) Saturday in October of each year, beginning on the first (1st) Saturday in October, 2012, or at such other date and time as the Board of Directors shall determine. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the following Saturday.

5.02. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least ten (10%) percent of the total votes entitled to be cast by the Members.

5.03. Place. Meetings of the Members shall be held within the Subdivision or at a convenient meeting place as close thereto as possible as the Board may specify in writing.

5.04. Notice of Meetings. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least ten (10) but not more than sixty (60) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address last appearing on the books of the Association with postage thereon paid.

5.05. Order of Business at Meetings. The order of business at all meetings of the Members shall be as follows:

- (1) Roll call;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of Minutes of preceding meeting;
- (4) Reports of officers;
- (5) Reports of committees;
- (6) Election of directors;

- (7) Unfinished business; and
- (8) New business.

5.06. Action without Meeting by Unanimous Consent. Any action required or permitted by the Certificate of Formation, these Bylaws, or the Code to be taken at a meeting of the Members of the Association may be taken without a meeting if all the Members entitled to vote with respect to the subject matter sign a written consent setting forth the action so taken.

5.07. Action by Non-Unanimous Consent. Any action required or permitted by the Certificate of Formation, these Bylaws, or the Code to be taken at any annual or special meeting of Members may be taken, subject to any statutory requirements, without a meeting, without prior notice, and without a vote, if the Members having not less than the minimum number of votes that would be necessary to take such action (had the matter arisen at a membership meeting at which the all Members entitled to vote on the action were present and voted) sign a written consent or consents setting forth the action so taken.

ARTICLE 6

BOARD OF DIRECTORS

6.01. Number. The affairs of the Association shall be managed by the Board of Directors consisting of no less than five (5) Directors, all of whom must be Members of the Association. The initial members of the Board of Directors have been chosen by the Declarant. Except for the initial Directors and Directors chosen to fill a vacancy on the Board, Directors will be elected by the Members of the Association.

Any Board member whose term has expired must be elected by the owners who are members of the Association. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death or disability, as provided in these bylaws. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

6.02. Term. The Directors set forth in the Certificate of Formation shall hold office until the first annual meeting of the Members of the Association or until their successors are elected and qualified. At the first annual meeting of the Members, five (5) Directors will be elected, who will be divided into three classes. There will be one (1) Director in the first class, who will hold office until the first annual meeting of Members after his election or until his successor is elected and qualified; there will be two (2) Directors in the second class, who will hold office until the second annual meeting of Members after their election or until their successor are elected and qualified; and there will be two (2) Directors in the third class, who will hold office until the third annual meeting of members after their election or until their successors are elected and qualified. At each annual meeting of Members thereafter, a Director or Directors will be elected for the class whose term of office expires at that meeting, and he/they will hold office until the third annual meeting of Members after his/their election or until his/their successor(s) is elected and qualified.

6.03. Director Appointments. Any Board member whose term has expired must be elected by the Members of the Association. A Board member may be appointed by the Board only

to fill a vacancy caused by a resignation, death or disability, as provided in these bylaws. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

6.04. Removal. Directors may be removed from office with or without cause by a majority of all of the votes entitled to be cast by the Members of the Association.

6.05. Vacancies. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of his predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

6.06. Compensation. No Director shall receive compensation for any service he may render to the Association. A Director may, however, be reimbursed by the Board for actual expenses incurred by him in the performance of his duties.

6.07. Powers and Duties. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in these Bylaws or in the Restrictions or as set forth in the Certificate of Formation of the Association. In addition, the Board of Directors shall have the following powers and duties:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members;
- b. supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- c. as more fully provided in the Restrictions to:
 - (1) adjust the amount of the maintenance charges and assessments;
 - (2) send written notice of each assessment to every Owner subject thereto; and
 - (3) foreclose the lien against any property for which assessments are not timely paid and/or bring an action at law against each Owner personally obligated to pay the same;
- d. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- e. procure and maintain, if possible, adequate liability and hazard insurance on property owned by the Association;
- f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g. cause any private roads, streets and drives in the Common Area of the Subdivision to be maintained;
- h. cause the Common Area to be maintained;
- i. cause the Restrictions of the Subdivision to be enforced and administered;
- j. to adopt a Fine Schedule and to impose, implement and levy fines as set out in the Fine Schedule, and as may be deemed necessary or desirable, as determined by the Board of Directors, for the interpretation and implementation of the Declaration, the Articles of Incorporation and the Bylaws.
- k. cause the architectural control of the Subdivision;
- l. employ such accountants, attorneys, contractors or other persons or entities as the Board deems necessary to manage and administer the affairs of the Association;
- m. manage the affairs of the Association;
- n. exercise all powers and authority granted to property owners associations by Section 204.010 of the Texas Property Code; and
- n. perform all acts and do all things provided for or contemplated to be done by the Association in the Restrictions and/or the Certificate of Formation.

Directors shall exercise ordinary business judgment in managing the affairs of the Association. Directors shall act as fiduciaries with respect to the interests of the Members. In acting in their official capacity as Directors of this Association, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Association and that are not unlawful. In all instances, the Directors shall not take any action that they should reasonably believe would be contrary to the Association's best interests or would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Association.

6.08. Actions of Board of Directors. The Board of Directors shall try to act by consensus. However, the vote of a majority of Directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law, the Certificate of Formation or these Bylaws. A Director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of

determining the decision of the Board of Directors. For the purpose of determining the decision of the Board of Directors, a Director who is represented by proxy in a vote is considered present.

6.9. Association Contracts. The Association may enter into an enforceable contract with a current Association board member, a person related to a current Association board member within the third degree by consanguinity or affinity, as determined under Chapter 573, GOVERNMENT CODE, a company in which a current Association board member has a financial interest in at least 51 percent (51%) of profits, or a company in which a person related to a current Association member within the third degree by consanguinity or affinity, as determined under Chapter 573, GOVERNMENT CODE, has a financial interest in at least 51 percent (51%) of profits, if the following conditions are satisfied:

- a. the board member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the board member, relative, or company, if reasonably available in the community; and
- b. the board member:
 - (1) is not given access to the other bids;
 - (2) does not participate in any board discussion regarding the contract; and
 - (3) does not vote on the award of the contract.

ARTICLE 7

NOMINATION AND ELECTION OF DIRECTORS

7.01. Nomination of Directors. At least ten (10) days before the Association disseminates absentee ballots to Association members for the purpose of voting in a Board member election, the Association must provide notice to the Association members soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The notice must also state (a) the number of positions available on the Board that will be filled at the upcoming election; (b) the phone number, fax number, email address and/or physical address at which the member may notify the Association that he or she wishes to have his or her name placed on the ballot for the election; and (c) any other information necessary to inform the members how to have their name listed on the ballot for the election. The deadline may not be earlier than the 10th day after the date the Association provides the notice required herein. The Association shall include on each absentee ballot for a Board member election the name of each eligible candidate from whom the Association received a request to be placed on the ballot. At least ten (10) days before the Association disseminates absentee ballots to Association members for the purpose of voting in a Board member election, the Association must provide notice to the Association members soliciting candidates interested in running for a position on the Board. Notification will be made pursuant to Property Code 209.00593.

Candidates for the Board of Directors of the Association may also be nominated (i) by petition signed by an eligible Member, provided such petition shall be received by the Secretary at least twenty (20) days before the annual meeting, or (ii) at the annual meeting by motion and second by eligible Members.

Members with a felony conviction or a conviction for a crime involving moral turpitude, within twenty (20) years before the date of election, are not eligible to serve.

7.02. Election. Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each directorship to be filled, as many votes as they are entitled to exercise under the provisions of these Bylaws. The nominees receiving the highest number of votes shall be elected. No Member may cumulate votes.

7.03. Rules and Procedures. The Board of Directors may adopt rules and procedures for the conduct of annual elections of Directors, provided that such rules and procedures are not inconsistent with these Bylaws.

ARTICLE 8

MEETINGS OF DIRECTORS

8.01. Regular Meetings. Regular meetings of the Board of Directors shall be held no less often than quarterly at such place and at such time as may be fixed from time to time by resolution of the Board. The first regular meeting of each new Board shall be held within thirty (30) days after the annual meeting of Members. Notice of the time and place of such meeting shall be mailed by U.S. mail, emailed or delivered to each member of the Board of Directors not less than ten (10) nor more than twenty (20) days before the date of the meeting. No notice of regular meetings of the Board of Directors (except for first regular meeting of each new Board) shall be required.

8.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Board of Directors or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Director not less than ten (10) days (except in the case of emergencies), or more than twenty (20) days prior to the date fixed for such meeting by written notice delivered personally or sent by U.S. mail or email to each Director at his address as shown in the records of the Association.

8.03. Meetings with Notice to Members. Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or (ii) by posting the notice on an Internet website

maintained by the Association, and (iii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

A board meeting may be held by electronic or telephonic means provided that (1) a board member may hear and be heard by every other board member, (2) except for any portion of the meeting conducted in executive session, (a) that all owners in attendance at the meeting may hear all board members, and (b) Owners are allowed to listen using any electronic or telephonic communication methods used or expected to be used by the board member to participate, and (3) notice of meeting includes instructions for owners to access any communication method required to be assessable hereunder.

8.04. Meetings without Notice to Members. A board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners as required herein, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote. Any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. The Board may not, unless done in an open board meeting for which prior notice was given to owners as required herein, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue, lending or borrowing, the adoption of an amendment to any dedicatory instruments, the approval of an annual budget or the approval of an amendment to an annual budget which raises the budget by more than 10%, sale of purchase of real property, the filling of a vacancy on the board, the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or the election of an officer.

8.05. Quorum. A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws.

8.06. Voting Requirement. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Certificate of Formation or these Bylaws requires the vote of a greater number.

8.07. Open Meetings. Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general

terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditures approved in executive session.

ARTICLE 9 **COMMITTEES**

9.01. Appointed by Board of Directors. The Board of Directors shall appoint such committees as are required by the Restrictions. The Board may from time to time establish and appoint to such other committees as it shall deem necessary and advisable to assist the Board in the general operation and management of the Association. The Chairman and all Members of each such committee must be Members of the Association.

9.02. Authority of Committees. The Board of Directors may grant to any committee thus established by the Board such authority and power consistent with these Bylaws as the Board shall deem required to carry out the intended purposes and functions of such committee.

9.03. Discharge of Committees and Committeemen. The Board of Directors may discharge any committee established by the Board and may remove and replace any committeeman appointed to any committee.

ARTICLE 10 **OFFICERS**

10.01. Enumeration of Officers. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

10.02. Term. The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for a term of one year, unless such officer shall sooner resign, be removed, or be otherwise disqualified to serve.

10.03. Resignation and Removal. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

10.04. Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

10.05. Compensation. Officers shall not receive compensation for services rendered to the Association.

ARTICLE 11
PRESIDENT

11.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its members to act as President. The President must be a member of the Board of Directors.

11.02. Duties. The President shall:

- (a) Preside over all meetings of the Members and of the Board;
- (b) Sign as President all deeds, contracts, and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser officer;
- (c) Call meetings of the Board whenever he deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than five (5) days; and
- (d) Have, subject to the advice of the Board, general supervision, direction and control of the affairs of the Association and discharge such other duties as may be required of him by the Board.

ARTICLE 12
VICE PRESIDENT

12.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its members to act as Vice President. The Vice President must be a member of the Board of Directors.

12.02. Duties. The Vice President shall:

- (a) Act in the place and in the stead of the President in the event of his absence, inability, or refusal to act; and
- (b) Exercise and discharge such other duties as may be required of him by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

ARTICLE 13
SECRETARY

13.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary. The Secretary may, but need not be, a member of the Board.

13.02. Duties. The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members;
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring said seal;
- (c) Serve such notices of meetings of the Board and the Members required either by law or by these Bylaws;
- (d) Keep appropriate current records showing the members of this Association together with their addresses; and
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing which have been first approved by the Board if said instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE 14 **TREASURER**

14.01. Election. At the first meeting of the Board immediately following the annual meeting of the members, the Board shall elect a Treasurer. The Treasurer may, but need not be, a member of the Board.

14.02. Duties. The Treasurer shall:

- (a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;
- (b) Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;
- (c) Disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures; and
- (d) Prepare and distribute the financial statements for the Association required by the Restrictions.

ARTICLE 15 **MAINTENANCE CHARGES**

15.01. Maintenance Charges. Maintenance Charges. Maintenance charges shall be levied, assessed and collected as set out in the Restrictions. The Association may adjust the maintenance charges and rates pursuant to the rules and regulations of the Association. The Board of Directors of the Association is expressly authorized to levy, charge, assess, and collect additional amounts and

special assessments from owners of those lots platted in any gated, private street sections of the Subdivision.

These additional assessments collected will be kept separate from the general fund. These separate funds will only be used to maintain the roads, gates, and other non-general items in the private area from which they were collected. These separate funds will be the sole source of funds for the maintenance of roads, gates and non-general items in each private area. The Board of Directors of the Association, at their discretion, may advance funds to the private areas for emergency maintenance of the roads, gates, and other non-general items. These advanced funds must be repaid in a timely manner from the separate funds or by a special assessments on the private area which received the advance.

Certain Maintenance and project items that are funded from the general fund in the non-private areas, will also be funded from the general fund in the private areas.

ARTICLE 16 **BOOKS AND RECORDS**

16.01. Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the Association. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

16.02. Inspection. The Restrictions of the Subdivision, the Articles of Incorporation and the Bylaws of the Association, all rules and regulations promulgated by the Board of Directors, the membership register, the books of account, and the minutes of proceedings, shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time, in accordance with the Association's Records Production Policy.

ARTICLE 17 **AMENDMENTS**

17.01. Amendments. The Board of Directors of the Association is expressly authorized to alter, amend or repeal the Bylaws or adopt new Bylaws, but, the Bylaws made by the Directors and the powers so conferred may be altered or repealed or new Bylaws adopted by a majority of the vote of the eligible Members present and voting, in person or by proxy, by absentee or mailed ballot, or by electronic ballot by electronic mail or facsimile, at any annual or special meeting or election called for that purpose; provided, however, that a statement of the proposed modifications, alterations, amendments, or repeal and proposed new Bylaws shall be signed by either the Board of Directors or by twenty-five percent (25%) or more of the Members entitled to vote and delivered to the Board of Directors at least twenty (20) days before the date of such meeting or election; and it shall be the duty of the Board of Directors to cause a copy of such proposed modifications, alterations, amendments, or repeal and proposed new Bylaws to be mailed to each Member of the Association at his last known address as shown on the books of the Association at least ten (10) days before such meeting or election.

ARTICLE 18
CONFLICTS

18.01. Restrictions Govern. In the event of a conflict between the provisions of these Bylaws and the Restrictions, the terms and provisions of the Restrictions shall prevail.

Attestation

ADOPTED by the Board of Directors on this _____ day of October, 2016.

Director

Director

Director

Director

Director