

16  
Notice  
2

AFFIDAVIT TO AUTHENTICATE

BY-LAWS OF TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared Robert North, Attorney and Agent-in-Fact for the Trophy Club Condominium Association, Inc., known to me and who being by me duly sworn, upon oath, deposes and states:

"My name is Robert North. I am above the age of eighteen years and am fully competent to make this Affidavit. I am the attorney and agent-in-fact for Trophy Club Condominium Association, Inc., a Texas non-profit corporation, operating in Harris County, Texas. I have personal knowledge of all the facts stated herein and am fully authorized to make this Affidavit in behalf of Trophy Club Condominium Association, Inc. (the "Association").

In my capacity as attorney and agent-in-fact for the Association, I am responsible for maintaining the Association's business records. I have reviewed the Association's business records and the statements below are within my personal knowledge true and correct.

I am a custodian of the records of the Association. Attached to this Affidavit are a number of pages of records from the Association. The attached records are kept by the Association in the regular course of business, and it was the regular course of business of Association for an employee or representative of the Association, with knowledge of the act, event, condition or opinion, to make the record or transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original. A list of these records is as follows:

- 1) By-laws of Trophy Club Condominium Association, Inc.

HP 073-40-0305

FURTHER AFFIANT SAYETH NOT.

*Robert North*

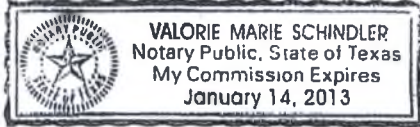
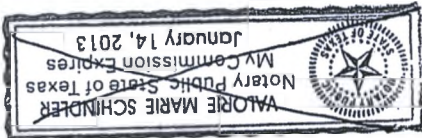
Robert North  
Attorney and Agent-in-Fact  
Trophy Club Condominium Association, Inc.

*20R*

SIGNED AND SWORN TO BEFORE ME, on this 22 day of July, 2010.

*Valorie Schindler*

Notary Public in and for the State of TEXAS



*Return to:* ✓  
*North Law*  
*1 Greenway Plaza*  
*Ste 1005*  
*Houston, TX 77046*

BP 073-40-0306

FILED FOR RECORD  
8:00 AM

AUG 11 2010

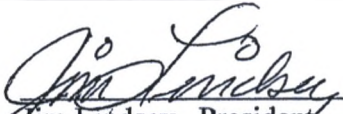
*George S. Herman*  
County Clerk, Harris County, Texas

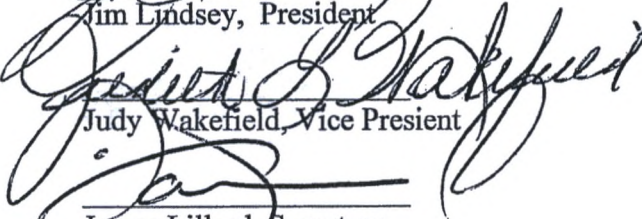
**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS  
OF  
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.**


We, the undersigned, being all members of the **Board of Directors of Trophy Club Condominium Association, Inc.**, a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act ( the "Association"), being all the members of such Board, do by this writing adopt the attached **BY-LAWS, Article 1 thru Article XIV.**

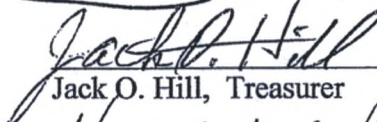
The Board of Directors of Trophy Club Condominium Association, Inc. hereby certifies that the attached copy of the By-Laws of Trophy Club Condominium Association, Inc. is a true, complete and correct copy.

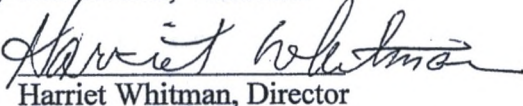
Dated as of **JUNE 4, 2010**


  
Jim Lindsey, President

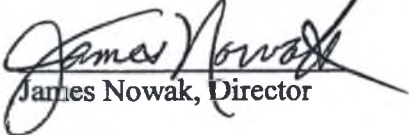
  
Judy Wakefield, Vice President

  
James Lillard, Secretary

  
Jack O. Hill, Treasurer

  
Harriet Whitman, Director

  
Doris Duncombe, Director

  
James Nowak, Director

BY-LAWS

OF

TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

The name of the organization shall be TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

1. The purpose for which this non-profit Association is formed is to govern the Condominium Property situated in the County of Harris, State of Texas, which Property has been submitted to regime according to the provisions of the Condominium Act of the State of Texas.

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

ARTICLE II

1. Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such Membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with TROPHY CLUB CONDOMINIUM NO. I & II during the period of such Ownership and Membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others, may have against such former Owner and Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one Membership Card to the Owner(s) of a Condominium Unit designated thereon shall terminate. *all*

2. Voting. Voting shall be based on the number of Units owned, including subsequent annexations, if any. The number of Units in the First Project is one hundred sixty-nine (169) and each Unit Owner or Owners are entitled to one common vote. The number of units in the Second Project is 160.

3. Majority of Unit Owners. As used in these By-Laws the term "Majority of Unit Owners" shall mean those Owners with fifty-one (51%) percent of the votes entitled to be cast.

4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Unit Owners" as defined in Paragraph 3 of this Article shall constitute a quorum.

BP 073-40-0308

5. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

#### ARTICLE III

1. Developer Control. Notwithstanding any other provisions herein to the contrary, and in accordance with Paragraph 4.2 of the Condominium Declaration for TROPHY CLUB CONDOMINIUM NO. 1 & 11, the Declarant, TROPHY HOMES, INC., shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly buildout and a timely sellout the Project Units including any annexations. This control shall last no longer than one hundred twenty (120) days after eight (8) years from the recordation of the sale of the first Unit or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational including subsequent annexations or September 1, 1986, whichever occurs first.

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

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

4. Annual Meetings. Annual meetings shall be held the fourth (4th) Tuesday of March each year.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present either in person or by proxy.

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

7. Adjourned Meeting. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a later time.

8. Order of Business. The order of business at all meetings of the Owners of Units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.

- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

ARTICLE IV

BOARD OF DIRECTORS

1. Number and Qualification. The affairs of this Association shall be governed by a Board of Directors composed of seven (7) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

NAME	ADDRESS
James Lindsey	14515 Wunderlich #1008, Houston, Texas 77069
Judy Wakefield	14515 Wunderlich # 605, Houston, Texas 77069
James Lillard	14515 Wunderlich # 601, Houston, Texas 77069
Jack O. Hill	14515 Wunderlich # 1111, Houston, Texas 77069
Harriet Whitman	14515 Wunderlich #1503, Houston, Texas 77069
James Nowak	14515 Wunderlich # 613, Houston, Texas 77069
Doris Duncombe	14555 Wunderlich # 3203, Houston, Texas 77069

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential Condominium Project. The Board of Directors may do all such acts and things as are not by these By-Laws or by the Condominium Declaration for TROPHY CLUB CONDOMINIUM I & II directed to be exercised and done by the Owners.

3. Other Powers and Duties. The Board of Directors shall be empowered and shall have the duties as follows:

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the Property to the provisions of the Condominium Act of the State of Texas.
- (b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this Condominium Project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.
- (c) To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.
- (d) To insure and keep insured all of the insurable General Common Elements of the Property in an amount equal to their maximum replacement value as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts

not less than \$100,000 per person and \$300,000 per accident and \$50,000 per property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the Owners of the Condominium Units and their First Mortgagees.

- (e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners toward the gross expenses of the entire Premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to the provisions of the Declaration. To levy and collect special assessments whenever in the opinion of the Board it is necessary to so do in order to meet increased operating or maintained expenses or costs, or additional capital expenses, or because of emergencies subject to the provisions of the Declaration. All monthly or other assessments shall be itemized statement form and shall set forth the details of the various expenses for which the assessments are being made.
- (f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in the Declaration and these By-Laws.
- (g) To protect and defend the entire Premises from loss and damage by suit or otherwise.
- (h) To borrow funds in order to pay for any expenditure or outlay required: to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the General Common Elements.
- (i) To enter into contracts within the scope of their duties and power.
- (j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- (k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit on request within ninety (90) days following the fiscal year end of the Project.
- (l) To meet at least once each quarter.
- (m) In general, to carry on the administration of this Association and to to all of those things necessary and reasonable, in order to carry out the communal aspect of Condominium Ownership.

4. Election and Term of Office. At the first annual meeting of the Association the term of office of three (3) Directors shall be fixed for one (1) year. The term of office of two (2) Directors shall be fixed at two (2) years and the term of office of the remaining two (2) Directors shall be fixed at

At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The seven (7) persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

5. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

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

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

9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on written request of at least two Directors.

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

11. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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



## ARTICLE V

### OFFICERS

1. Designation. The officers of the Association shall be President, Vice President, Secretary, and Treasurer, all of whom shall be elected by and from the Board of Directors.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

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

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.

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

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

The Secretary shall compile and keep up to date at the principal offices of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the number of Members and the garage or parking space and storage space assigned Members and other persons lawfully entitled to inspect the same at reasonable time during regular business hours.

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

88 073-43-0313

ARTICLE VI

MANAGEMENT CONTRACT

The Board of Directors shall contract with a management company, at a rate of compensation agreed upon by the Board of Directors, for the management company to have, without limitations, the following functions, duties and responsibilities:

1. Fiscal Management.

- (a) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements; it is further used for comparison with actual monthly income and expenditures.
- (b) Prepare five-year (5) sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.
- (c) Prepare monthly operating and cash position statements and statement of sinking fund reserve account.
- (d) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10%) above or below the budgeted amount, prepare explanations of variations from a budgeted figures. Suggest corrective recommendaitons if applicable.
- (e) Collect maintenance fees, and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.
- (f) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.
- (g) Examine all expense invoices of accuracy and pay all bills in accordance with the terms of the property management agreement.
- (h) Prepare year-end statement of operations for the Owners.

2. Physical Management.

- (a) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property meticulously and in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget as approved by the Board of Directors.
- (b) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as provided for in approved operating budgets.

RP 073-40-0314

- (c) Select, train and supervise competent personnel, as directed by the Board.
- (d) Compile, assemble, and analyze data, prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts, and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.
- (e) Perform minor projects with diligence and economy in the Board's best interests.

3. Administrative Management.

- (a) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.
- (b) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.
- (c) Exercise close liaison and supervise over all personnel to insure proper operational maintenance and promote Management-Resident-Owner relationships.
- (d) Act as liaison for the Association in any negotiations or disputes with local, federal, or state taxing agencies or regulatory bodies.
- (e) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.
- (f) Assist in resolving individual Owner's problems as they pertain to the Association. Common Elements, and governing rules and regulations.
- (g) Represent an absentee Owner when requested.
- (h) Administer the development in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, resident and tenants alike.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND MANAGERS

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

RP 073-40-0315

or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VII contained shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for TROPHY CLUB CONDOMINIUM NO. 1 & 11 as a Member or Owner a Condominium Unit covered thereby.

## ARTICLE VIII

### OBLIGATIONS OF THE OWNERS

1. Assessments. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro rata according to percentage interest in and to the General Common Elements and shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if any, only if he shall have fully paid all assessments made or levied against him and the Condominium Unit owned by him.

#### 2. Maintenance and Repair.

- (a) Every Owner must perform promptly at his own expense all maintenance and repair work within his own apartment Unit, which if omitted would affect the Project in its entirety or in a part belonging to other Owners.
- (b) All the repairs of internal installations of the Unit such as patio planting, water, light, gas power, sewage, telephone, air conditioning, sanitary installations, doors, windows, glass electrical fixtures and all other accessories, equipment and fixtures belonging to the Unit area shall be at the Owner's expense
- (c) An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited Common Element damaged by his negligence or by the negligence of his tenants or agents.

3. Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant General Common Elements for labor, materials, services or other products incorporated in the Owner's Unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred (\$100.00) Dollars. Such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by subject Owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the Owner and a lien against his Condominium Unit which may be foreclosed as is provided in Section 5.9 of the Condominium Declaration.

4. General.

- (a) Each Owner shall comply strictly with the provisions of the Condominium Declaration for TROPHY CLUB CONDOMINIUM NO. 1 & 11.
- (b) Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Project was built.

5. Use of Units - Internal Changes.

- (a) All Units shall be utilized for single family residential purposes only.
- (b) An Owner shall not make structural modifications or alterations to his Unit or installation located therein without previously notifying the Association in writing through the President of the Association. The Association shall have the obligation to answer within thirty (30) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6. Use of General Common Elements and Limited Common Elements. Each Owner may use General Common Elements and the Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful right of the other Owners.

7. Right of Entry.

- (a) An Owner shall grant the right of entry to any person authorized by the Board of Directors in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.
- (b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

8. Rules and Regulations.

- (a) All Owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the General Common Elements in order that all Owners and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other Owners thereto.
- (b) Nothing shall be done in any Unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said Premises to be cancelled or suspended by the insuring company.
- (c) Owners and occupants of Units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectional noises,

and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners, tenants, or occupants of Condominium Units of TROPHY CLUB CONDOMINIUM NO. 1 & 11. No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining Units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any Unit or upon any part of the Common Elements of TROPHY CLUB CONDOMINIUM NO. 1 & 11.

- RP 073-40-031B
- (d) The Common Area is intended for use for the purpose of affording vehicular and pedestrian movements within the Condominium, and of providing access to the Units; those portions thereof adapted therefor, for recreational use by the Owners and occupants of Units; and all thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the Common Area (Common Elements) be used for general storage purposes, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other common household pets provided they are not kept, bred, or maintained for any commercial purposes.
  - (e) No resident of the Condominium shall post any advertisements, signs, or posters of any kind in or on the Project except as authorized by the Association.
  - (f) Parking of automobiles shall be only in the spaces designated as parking for each Unit; no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair proper access to parking area. The carport area shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.
  - (g) It is prohibited to hang garments, rugs, and/or other materials from the windows or from any of the facades of the Project.
  - (h) It is prohibited to dust rugs or other materials from windows, or to clean rugs by beating on the exterior port of the Condominium Units, or to throw any dust, trash or garbage out of any windows of any of the Units.
  - (i) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.
  - (j) No Owner, resident, or leasee shall install wiring for electrical or telephone installation, television antennas, machines or air conditioning units or any other devices whatsoever on the exterior of the Project or that protrude through the walls or out of the windows, or on the roof of the Project save as are expressly in writing previously approved by the Association.
  - (k) No Owner or other occupant of any Condominium Unit shall make any alteration, modification, or improvements, nor add any awnings, patio covers or other devices to the Common Elements of the Condominium or remove or add to any planting, structure, furnishings or other

equipment or object therefrom except with the written consent of the Association.

- (1) Reasonable and customary regulations for the use of the General Common Elements will be promulgated hereafter and publicly posted. Owners and all occupants of Units shall, at all times comply with such regulations.

9. Destruction or Obsolescence. Each Owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney-in-fact to deal with the Owner's Condominium Unit upon its destruction or obsolescence as is provided in Section 6.1 of the Condominium Declaration for TROPHY CLUB CONDOMINIUM NO. 1 & 11.

ARTICLE IX

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

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

ARTICLE X

MORTGAGES

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

2. Notice of Unpaid Assessments. The Association shall at the request of a Mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit.

ARTICLE XI

COMPLIANCE

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

ARTICLE XII

This Association is not organized for profit. No Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to, or inure to the benefit of any Member of the Board of Directors; provided, however, always

(1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIII

The principal office of the Association shall be located at 14515 Wunderlich, Houston, Texas 77069, but may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Directors.

ARTICLE XIV

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

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of TROPHY CLUB CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the Board of Directors at its organization meeting on the 23rd day of October, A.D., 1985.

In WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 23rd day of October, A.D., 1985

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

Tom Jensen  
Secretary

P. J. Mason  
Notary Public  
P. J. Mason

My commission expires 8/16/89

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

AUG 11 2010



Dorely B. Kayman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



4  
Amend  
B

**AMENDMENT TO THE BYLAWS OF  
TROPHY CLUB CONDOMINIUM ASSOCIATION, INC.  
REGARDING ELECTRONIC MEMBER MEETINGS**

WHEREAS, The Trophy Club Condominium Association, Inc., (the “Association”), a Texas nonprofit corporation, is the governing entity for the Trophy Club Condominium and is governed by the Condominium Declaration for Trophy Club No. I, recorded in the Real Property Records of Harris County, Texas, under Clerk’s File No. F739741, along with any amendments and supplements hereto (hereinafter the “Declaration”); and,

WHEREAS the Association is governed, in part, by the By-Laws of Trophy Club Condominium Association, Inc., recorded in the Real Property Records of Harris County, Texas under Clerk’s File No. 20100342186, along with all amendments thereto (hereinafter the “By-Laws”); and,

WHEREAS Section 82.108 of the Texas Property Code requires the Association’s Board of Directors to hold meetings of the members of the Association; and,

WHEREAS Article III, Section 3 of the By-Laws states that meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate; and,

WHEREAS there is a need to allow the Association’s members to attend annual and special meetings of the members of the Association electronically under certain exigent circumstances; and,

WHEREAS Section 22.102(b) of the Texas Business Organizations Code authorizes a corporation’s board of directors to amend a corporation’s bylaws; and,

WHEREAS the Association’s Articles of Incorporation state that the business and affairs of the Association shall be managed by its Board of Directors; and,

WHEREAS the Association’s Articles of Incorporation do not prohibit the Association’s Board of Directors from amending the By-Laws; and,

WHEREAS the Association’s Members have never, in amending, repealing, or adopting a bylaw, expressly provided that the Board of Directors may not amend or repeal the bylaw; and,

WHEREAS this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §82.003, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the certification attached hereto, the Association hereby amends its By-Laws, as follows:

**Article III, Section 3 entitled “Place of Meeting of Members,” which had previously read:**

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

**is hereby amended to read as follows:**

The annual and all special meetings of the members shall be held at the Project's office or at such other place as the Board may designate in the notice of that meeting, or may be held by remote communication technology as provided by Chapter 22.002 of the Texas Business Organizations Code and designated in the notices of such meetings.

**There shall be an Article III, Section 9., which shall read as follows:**

9. Virtual Meetings of the Members of the Association.
  - (a) Virtual Meetings of the Members: The Association's Board of Directors may elect to hold a Virtual Meeting of the Members. Such a meeting may be in place of, and/or in addition to, the Association's annual meeting. Such a meeting may also serve as a special meeting of the Members called for any purpose, including (but not limited to) the annexation of additional property. Subject to the satisfaction of the requirements outlined herein, such a Virtual Meeting of the Members shall be in all respects valid and all elections, decisions, votes, and/or outcomes determined in such a meeting shall be binding.
  - (b) Notice of Virtual Meeting of the Members: No Virtual Meeting of the Members shall be validly constituted unless notice of same is afforded to the Association's Members in the manner provided for by these By-Laws and the Texas Property Code. Notice of any Virtual Meeting of the Members must include clear instructions demonstrating how every Member may access the Virtual Meeting. Such instructions must be sufficient so that each Member may, free of any charge or payment, follow said instructions and access the Virtual Meeting of the Members.
  - (c) Secret Electronic Ballot Must Be Afforded: For any vote taken at any Virtual Meeting of the Members, Members attending such meeting must be afforded a means to cast their vote via electronic ballot and anonymously.
  - (d) Instructions Must be Posted: No later than the date of the notice of the Virtual Meeting of the Members, the Association must post at a location convenient to the Association and the Association's Members clear instructions demonstrating how every Member may access the Virtual Meeting, and such instructions must remain posted until the date and time of the Virtual Meeting of the Members.
  - (e) In-Person Voting: For any vote taken at any Virtual Meeting of the Members, there shall be an accessible ballot box at a location convenient to the Association and the Association's Members whereby any Member may cast a physical ballot for any vote called for in the Notice of Virtual Meeting. This ballot box shall be collected by the Association's on-site manager at the conclusion of voting during the Virtual Meeting, and such votes shall be counted and weighed the same as any electronic votes cast during the Virtual Meeting.

(f) Procedure of Virtual Meetings of the Members: Virtual Meetings of the Members shall proceed in the same fashion as any meeting of the Members, except that no vote taken at the Virtual Meeting of the Members shall be final until all cast ballots, both virtual and physical, have been counted.

(g) Quorum for Virtual Meeting of the Members: The presence, online or by proxy, of Members representing a majority of those Members votes in the Association shall constitute a quorum at any Virtual Meeting of the Members.

**CERTIFICATION**

“I, the undersigned being a Director of Trophy Club Condominium Association, Inc., hereby certify that the foregoing Resolution was approved by at least a majority of the Association’s Board of Directors at a properly noticed open meeting of the Board, at which a quorum of the Board of Directors was present.”

107  
J.M.M

By: Paula Pesce

Date: 1-20-21

Print Name: PAULA PESCE

Title: President

**VERIFICATION**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this 20 day of January-2021, 2021, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they signed it with the authority and for the purposes expressed therein.




Deborah K. Sutton  
Notary Public, State of Texas

FILED FOR RECORD

8:00:00 AM

Wednesday, February 10, 2021



COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Wednesday, February 10, 2021



COUNTY CLERK  
HARRIS COUNTY, TEXAS