

# APRIL SOUND PROPERTY OWNERS' ASSOCIATION, INC.

## 2020 AMENDED & RESTATED BY-LAWS

### ARTICLE I

#### General Provision:

#### References and Definitions

Section 1: Reference is made for all purposes to the following:

- (a) The plats of the several sections and areas, numbered and/or named, which compose the subdivision known as "April Sound", Montgomery County, Texas, which plats are recorded in the Map Records of Montgomery County, Texas.
- (b) Reservations, Restrictions, Covenants and Amendments thereto, all of such instruments being recorded in the Deed Records of Montgomery County, Texas (which instruments shall be collectively referred to as the "Restrictions").

Section 2: This Corporation is the identical corporation (which is referred to as the "Property Owners' Association") in the aforesaid recorded Restrictions of April Sound. This corporation shall have all the rights, powers, privileges and authority vested in it under said Restrictions and shall carry out all the functions and responsibilities therein assigned and those that may hereafter be assigned to the Association.

Section 3: The following terms, when used in these By-Laws shall have the respective definitions set forth below:

- (a) The term "April Sound" shall mean the aforesaid several sections and areas, numbered and/or named which comprise the subdivision known as April Sound shall include all additional sections which may be developed and platted hereafter.
- (b) "Association" shall mean the April Sound Property Owners' Association, Inc.
- (c) "Board of Trustees" or "Board" as used in these Bylaws shall mean the Association's Board of Trustees.
- (d) The term "Building Site" means each of the lots as designated on the said plat unless one owner has purchased adjoining lots, (or a portion of a contiguous adjoining lot) with the intent to build a single residence on the adjoined lots in which case the adjoined lots shall be a single "Building Site".
- (e) The term "common property" or "Common Property" means the areas of the aforesaid plats designed "Reserve", "Unrestricted Reserve", "Street" or "Restricted Reserve" and any improvements erected thereon in accordance with the provisions of said Restrictions and these By-Laws.
- (f) The term "Proxy" shall mean an instrument in writing, promulgated exclusively by the Association, which instrument, upon execution by a Member, grants another person the right and authority to exercise the Member's right to vote in an annual meeting and/or a special meeting of the Members.
- (g) The term "Subdivision" means the aforesaid April Sound as shown on the aforesaid plats (and including all sections thereof that may be hereafter platted and developed), (the "Subdivision").

- (h) The term "Member" shall mean and refer to every owner of a lot that is subject to assessment. Membership shall be appurtenant to and shall not be separated from ownership of any lot, which is subject to assessment.
- (i) All terms, which are defined in the Restrictions, shall, when used herein, have the same meaning as that set forth in the Restrictions.

Section 4: In the event of any conflict or inconsistency between the provisions of these By-Laws and the provisions of the Restrictions, the provisions of the Restrictions shall supersede, control and govern.

## ARTICLE II

### Functions of the Corporation

Section I: Purposes: The purposes for which the Association is formed are for the support of a benevolent undertaking, namely being the conducting of property improvement campaigns, safety campaigns and health campaigns for the residents of April Sound. To carry out said purposes properly, the Association may perform the following functions, and the exercise of such functions shall be deemed to be within the scope of activities contemplated by the corporate charter:

- (a) The Association, for the benefit of Building Site owners, may accept conveyance of and may own streets and common areas in April Sound, Montgomery County, Texas.
- (b) The Association may endorse changes, restrictions, conditions and covenants existing upon and created for the benefit of said property over which the Association has jurisdiction; The Association may pay all expenses incidental thereto; the Association may enforce the decisions and ruling of the Association. The Association may pay all of the expenses in connection therewith; and may reimburse any declarant under any declaration of conditions, covenants, restrictions, assessments or charges affecting April Sound, or any part thereof, for all costs and expenses incurred or paid by it in connection with the enforcement of any of the conditions, covenants, restrictions, charges, assessments or terms set forth in any declaration.
- (c) The Association may own, lease, provide, control, maintain and operate recreational facilities and private park areas.
- (d) The Association may arrange for and provide refuse collection.
- (e) The Association may pay any ad valorem taxes and other assessments levied or imposed against the Common Property.
- (t) The Association may construct and maintain rights of way and easements.
- (g) The Association may do all things necessary for the upkeep, repair and maintenance of all Common Property and may remove all improvements, fixtures and equipment placed on the Common Property without specific approval of the Association.

- (h) The Association may provide for the landscaping of the Common Property and portions of the building sites necessary to provide a uniform scheme of landscaping for the whole Subdivision.
- (i) The Association may pay legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the maintenance fund charge applies.
- (j) The Association may pay all reasonable and necessary expenses in connection with the collection and administration of the maintenance fund charge.
- (k) The Association may care for vacant Building Sites.
- (l) The Association may provide for the employment of policemen and security officers.
- (m) The Association may do all things necessary to provide for the exterior maintenance of all residences, to the extent provided for by the Restrictions and may send invoices or take other necessary action to collect the cost of such exterior maintenance from the owner of the Building Site.
- (n) The Association may do any other thing necessary or desirable in the sole opinion of the Association to keep the property in the Subdivision in neat and good order, or which it considers of general benefit to the owners or occupants of the Building Sites, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

The Association shall set and establish the amount of the Maintenance Charge and Special Maintenance Charges, which may be imposed by the Restrictions for each year beginning January 1, 1973; shall hold and administer the Maintenance Funds (as defined in said Restrictions) and expend such Maintenance Funds for the purposes contemplated by and in accordance with the terms and provisions of said Restrictions and these By-Laws; shall take such action as it deems appropriate, in its discretion, to enforce the collection of the Maintenance Charges.

- (o) The Association may acquire by gift, purchase or otherwise own, hold, enjoy, lease, operate, maintain, and convey, sell, lease, transfer, mortgage, or otherwise dispose of real or personal property in connection with the business of the Association.
- (p) The Association may borrow for the purpose of carrying out the corporate affairs, only if the Trustees deem such advisable.
- (q) The Association may contract with other companies to collect fees for use of recreational or social facilities as a part of the Maintenance Charge.
- (r) The Association shall perform the enforcement of the April Sound Restrictions and Covenants.
- (s) The Association may set, charge and collect fees for services provided, use of Association assets or property, or to cover and/or deter damages.

- (t) The Association may require deposits to establish or maintain assets, to ensure the return of items, to cover or encourage compliance, and/or to guarantee performance.
  
- (u) The Association may set, charge and collect fees for the use of streets by anyone not obligated to pay maintenance fees and assessments to the Association, and may limit their use to ingress and egress.
  
- (v) The Board of Trustees may exercise all of the powers of the Association including those stated in Article II with the following restrictions:
  - 1. The annual increase in Maintenance Charge, inclusive of "Special Maintenance Charge" as defined hereinabove, assessments or fees, may not exceed the Consumer Price Index for the preceding twelve months, plus two percent (2%). Any increase in the Maintenance Charge in excess of this amount shall not be imposed upon the Members of the Property Owners' Association without the affirmative vote of a majority of the Members of the Association voting in person or by Proxy or electronically at an annual or Special Meeting, there being a quorum present as defined in these By- Laws.
  - 2. No Association property with a value in excess of \$65,000 may be purchased or sold without the affirmative vote of a majority of the Members of the Association voting in person or by Proxy or electronically at an annual or Special Meeting, there being a quorum present as defined in these By-Laws. All agreements for purchases or sales of property signed by the Association prior to the record date of these By- Laws are excluded from this limitation, even though the actual final transactions may be completed at a future date.
  - 3. The Board of Trustees will require that at least three competitive bids will be obtained for each contract and/or purchase where the expected cost to the POA will be \$30,000 (thirty thousand dollars) or more. The Board of Trustees will use its discretion in any case where three competitive bids cannot be obtained. The Board of Trustees will decide to award the contract and/or authorize the purchase based upon their final evaluation of the bids in order to obtain the best value for the price to be paid.
  - 4. That certain 6.1373 acre tract known as Reserve F, Section 3, of April Sound, according to the map or plat thereof recorded under Volume 11, Page 44/Cabinet A, Sheet 129 of the Map Records of Montgomery County, Texas, or any portion of it may not be sold, leased, or otherwise conveyed without the affirmative vote of seventy-five percent (75%) of the Members of the Association voting in person or by proxy at an annual or special meeting, there being a quorum present as defined in these By-Laws.

Section 2: Area: The activities of the Association shall be limited to the area known as April Sound, the aforesaid Subdivision in Montgomery County, Texas (and including all sections thereof which may hereafter be platted and developed); the activities of the Association shall also apply to such other areas as may hereafter voluntarily or through the operation of conditions, covenants, restrictions, easements, reservations or charges pertaining to the same be placed under or submitted to the jurisdiction of the Association and be accepted as within the jurisdiction of the Association by resolution of the Board of Trustees of the Association.

Section 3: Streets: The entry gates, streets and many other areas within April Sound are "private" and constitute a portion of the Common Property which is subject to the jurisdiction and administration by the Association. The Board of Trustees is specifically authorized to adopt, implement and enforce rules, regulations, mechanisms and procedures governing use of the gates, streets and other Common Property. These shall cover items such as (but not necessarily limited to):

- (a) Identification and entry programs for Members, residents, their respective immediate families, their guests and vehicles owned or driven by any of them.
- (b) Speed limits, designated parking areas, restricted parking areas, no-parking areas, stop signs and other traffic and safety matters.
- (c) Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters.
- (d) Policies regarding control of animals and sanitary matters of animals.
- (e) A "fines" system through which the Association can levy and collect fines from its Members for violations of the applicable Restrictions, guidelines, policies, rules and regulations.
- (f) Disclaimers of liabilities for any and all matters or occurrences on or related to the Common Property.

Due Process review procedures will be available to any person desiring to contest fines as follows:

- (a) A written appeal must be received by the General Manager of the Association within 30 days of the date of the citation or notice.
- (b) The Board of Trustees shall serve as the Appeal Board or appoint a Special Appeal Board, with the full authority to act on their behalf. Any decision of the Special Appeal Board may be appealed to the Board of Trustees.

Section 4: Fines: The Board of Trustees may levy fines against a Member for any violation of these By-laws, the applicable Declaration of Covenants, Conditions and Restrictions, and/or the Rules and Regulations currently in effect at the time of the violation, or the Texas Property Code committed by such Member or any occupant of the Member's property, invitee or guest of the Member. Any fines and the policies and procedures adopted therewith are intended to comply with any and all provisions of the Texas Property Code, Chapter 209, as amended. Any provision in conflict with such chapter is and shall be automatically amended to comply with such provisions.

- (a) Notice and Hearing: Before the levy of a fine for a violation of the restrictive covenants, By-Laws or rules of the Association, the Association shall give written notice of the violation to the Member and/or property owner. The written notice must
  1. Describe the violation or property damage that is the basis for the fine;
  2. State any amount due the Association from the Member or Owner;
  3. Inform the Member or Owner that the Member or Owner is
    - a. entitled to a reasonable period to cure the violation and avoid the fine; and
    - b. may request a hearing under Section 209.007 of the Texas Property

- Code on or before the 30<sup>th</sup> day after the date the Member or Owner receives the notice; and
- c. may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the owner is serving on active military duty; and
  4. State the reasonable period of time in which the Member or Owner may cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public health or safety.

Unless stated in the notice, the Association is not required to grant the Member or Owner the opportunity to cure the violation without imposition of the fine if the Member or Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

- (b) Continuing Violations: In the case of a continuing or persistent violation,
  1. Each day the violation continues after written notice thereof shall be deemed a separate and distinct violation and, hence, subject to a separate daily fine, up to a maximum of thirty (30) daily fines per violation; and
  2. The Board may require the Member to post a bond or other form of security in order to ensure future compliance. For any such violation that cannot, in the opinion of the Board, be cured immediately, no further fines shall be levied after such time as the Member begins a good faith cure of same.
- (c) Lien Against Property: Any such fine shall constitute a personal obligation of the Member, as well as a lien upon the property of the Member, which lien may be foreclosed in the same manner as a lien for unpaid maintenance charges.
- (d) Fees and Costs: The Member shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.
- (e) Crediting Payments: The Association shall apply all partial payments by the Member to the Member's outstanding balance (obligations) in the order prescribed in Texas law.

The Association's acceptance of partial payments shall not waive the Association's right to pursue full payment and/or enforce its bylaws, declarations, and rules and regulations.

## ARTICLE III

### Members

Section 1: Annual Meeting: The annual meetings of the Members shall be held on the third Saturday in May of each year, and if this is not practical, or is a legal holiday, then the meeting shall be held on any Saturday in May at such time as may be set by the Board of Trustees, for the purpose of electing Trustees whose term has expired and for the transaction of any and all such other business which may be brought before or submitted to the meeting. All annual meetings of the Members shall be held in April Sound Subdivision, Montgomery County, Texas, or elsewhere in Montgomery County, Texas as determined by a majority vote of the Trustees. Members shall be notified of the annual meeting by such means as determined by the Trustees.

Section 2: Special Meetings: Special Meetings of the Members shall be held in April Sound Subdivision, Montgomery County, Texas, or elsewhere in Montgomery County, Texas as may be designated in the notice or waiver or waivers of notice of the respective meetings. Special Meetings of the Members may be called by a majority of the Members of the Board of Trustees, or by petition signed by Ten Percent (10%) of the Members and shall be held within 75 days of the date of receipt of the petition by the Secretary. Written notice of each Special Meeting of the Members, stating the time and place thereof and indicating briefly the purpose or purposes thereof, shall be sent by mail or be delivered by the Secretary of the Board of Trustees to each of the Members of the Association at their respective address as shown by the records of the Association, not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day prior to the date set for the holding of the meeting. Unless otherwise indicated in the notice or waiver or waivers of notice thereof, any and all business may be transacted at any annual or Special Meeting of the Members, except that proposed By-Law changes and election of Trustees shall be held only at the annual meeting.

Section 3: Quorum: Ten Percent (10%) of the Members eligible to vote, present in person or by Proxy or electronically, shall constitute a quorum for all purposes at any meeting of the Members. If the number of Members necessary to constitute a quorum at any annual or Special Meeting of the Members shall fail to attend in person or by Proxy or electronically, the Members present in person or by Proxy or electronically, may adjourn or continue any such meeting from time to time without notice other than by announcement at the meeting until the number requisite to constitute a quorum shall be present or attend in person or by Proxy or electronically. A majority of the Members present in person or by Proxy or electronically may also adjourn or continue any annual or Special Meeting, from time to time without notice, other than by announcement at the meeting, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment or adjournments, or continuance or continuances thereof shall have been completed. At any such adjourned or continued meeting at which a quorum may be present, in person or by Proxy or electronically, any business may be transacted which might have been transacted at the meeting as originally notified or called.

Section 4: Organization: The Chairman of the Association and in the event of his absence, the Vice-Chairman of the Association, shall call all meetings of the Members to order and shall preside over such meetings. In the absence of the Chairman and the Vice-Chairman of the Association, the Trustees present may appoint a temporary Chairman. The Secretary of the Association or in his absence, the Assistant Secretary, shall act as Secretary of all meetings of the Members, but in the absence of the Secretary and Assistant Secretary, the presiding officer may appoint any person as Secretary of the meeting.

Section 5: Qualifications: Membership in the Association shall be as follows: There shall be one Membership for each Building Site in the Subdivision. Regardless of the number of persons who may own a Building Site (such as husband and wife or joint tenants, etc.), there shall be but one Membership for each Building Site.

In the event a Member is delinquent in the payment of the maintenance fund charge or any other charge, assessment, or fee imposed by the Association, and legal action or the services of an independent organization is required to collect such amounts, all costs incurred by the Association shall be the responsibility of the delinquent Member.

Should any legal or other costs be incurred by the Association in the enforcement of any deed restrictions, such costs shall be the responsibility of the Member, to the extent permitted by Texas law.

The Association shall be permitted to impose delinquent charges on Members sufficient

to cover its costs of the extra efforts required to collect amounts due, to the extent permitted by Texas law.

Section 6: Voting: Each Membership shall be entitled to one (1) vote on each matter at meetings of Members. If property is recorded on POA records as having joint ownership, either owner of record may cast the vote. The executor, administrator or legal representative of any deceased Member, who would otherwise have the authority to cast a Membership vote, shall be entitled to cast the vote of such deceased Member at any meeting of Members. Electronic voting will be valid pursuant to rules and regulations promulgated by the Board. Each Member may vote in person or electronically or by Proxy appointed by instrument in writing and subscribed by the Member or by the duly authorized attorney of such Member. At all meetings of Members, all questions, except those the manner of which is otherwise expressly governed by statute, the charter of the Association or these By-Laws, shall be decided by the vote of a majority of the Members of the Association present in person or electronically or by Proxy entitled to vote, a quorum being present. All voting shall be by ballot. Each ballot shall be signed by the Member voting or by his Proxy or submitted electronically. At any election where there are an equal number of nominees as there are positions to be filled, the Board may determine that election by ballot or vote is not required and may declare that the nominees are elected by unanimous consent or acclamation. Cumulative voting is prohibited.

Section 7: Notification: Candidate names and resumes, as well as proposed By-Law amendments, and any other matter that may be voted on shall be submitted to the Secretary of the Association at least sixty (60) days prior to the annual Meeting or Special Meeting in order that the Members of the Association can be informed of such proposed candidates, amendments and/or other matters. Proposed amendments to these By-Laws shall be accompanied by a petition of a minimum of 280 signatures of Members eligible to vote. The Board of Trustees shall have the authority to amend the By-Laws without a petition exclusively when the amendments are made to conform with Texas law.

## ARTICLE IV

### Board of Trustees

Section 1: Number and Term of Office: The business and property of the Association shall be managed and controlled by the Board of Trustees, and subject to the restrictions imposed by any law, by the charter, or by these By-Laws, the Board of Trustees may exercise all the powers of the Association including those stated in Article II.

The number of the Trustees shall be seven (7) effective as of the 2003 annual meeting and all actions taken by the Trustees shall require a majority vote for approval. The number of Trustees may be increased or decreased from time to time by an affirmative vote of a majority of the Members present in person or electronically or by Proxy at any annual meeting of the Members, there being a quorum present, provided that the number shall be an odd number and there shall never be less than five (5) Trustees.

All Trustees shall be Members of the Association. No Trustee shall receive compensation for any service he/she may render to the Association. However, any Trustee may be reimbursed for actual expenses incurred in the performance of his/her duties.

Trustees shall be elected for a term of three years. To provide continuity to the Board, the elections shall be staggered and a Trustee election pattern of 3-2-2 (number elected each year) established. In order to get to this cycle, five Trustees shall be elected in 2003; the three candidates receiving the most votes shall be elected for a three-year term and the two receiving



the next highest votes shall be elected for a one-year term. Elections thereafter shall be held each year in the aforesaid manner.

Any vacancy occurring in the Board of Trustees shall be filled by vote of a majority of the Trustees then in office. Any Trustee so appointed shall serve for the remainder of the term of the Trustee creating the vacancy.

In the case of a tie in an election of Trustees, the election shall not be retaken, but decided by lot.

Section 2: Meeting of Trustees: The Trustees shall hold their meetings and have Officers and shall keep the books of the Association in April Sound Subdivision, Montgomery County, Texas or in such other place in Montgomery County, Texas as the Board of Trustees may from time to time determine. The Chairman and Treasurer must be Trustees.

Section 3: First Meeting: Each newly elected Board of Trustees may hold its first meeting for the purposes of organization and the transaction of business, if a quorum is present, immediately after the annual meeting of the Members, or adjourned annual meeting of the Members.

Section 4: Election of Officers: At the first meeting of the Board of Trustees in each year at which a quorum is present, the Board of Trustees shall proceed with the election of the Officers of the Association in addition to conducting any and all business of any nature or character that may be transacted at such first meeting.

Section 5: Regular Meetings: Regular meetings of the Board of Trustees shall be held at such time and place within Montgomery County, Texas as shall be designated from time to time by resolution of the Board of Trustees. Notice of such regular meeting shall be posted as required per Chapter 209 of the Texas Property Code.

Section 6: Special Meetings: Special Meetings of the Board of Trustees shall be held whenever called by the Chairman, Vice- Chairman, or Secretary or by a majority of the Board of Trustees. Notice of each Special Meeting shall be as required per Chapter 209 of the Texas Property Code. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a Special Meeting.

Section 7: Quorum: The majority of the Trustees then in office shall constitute a quorum for the transaction of business. If any meeting of the Board of Trustees cannot be held because a quorum is not present, a majority of the Trustees who are present at such meeting may adjourn the meeting subject to the notice requirements set forth herein. The act of a majority of the Trustees present in person at a meeting at which a quorum is in attendance shall constitute the act of the Board of Trustees, except as otherwise provided by law, the charter of the Association, or by these By-Laws.

Section 8: Order of Business: At meetings of the Board of Trustees, business shall be transacted in such order as from time to time the Board of Trustees may determine. At all meetings of the Board of Trustees, the Chairman shall preside, and in the absence of the

Chairman, the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman, a Chairman Pro Tem shall be chosen from the Trustees present. The Secretary of the Association shall act as Secretary of all meetings of the Board of Trustees, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 9: Services: No Trustee or Officer of the Association shall be required to devote his time or render services exclusively to the Association. Each Trustee and Officer of the Association shall be free to engage in any and all other business activities either similar or dissimilar to the business of the Association. Likewise, each and every Trustee and Officer of the Association shall be entirely free to act for and serve any other corporation or corporations, entity or entities, in any capacity or capacities and become a trustee or officer of any other corporation or corporations, entity or entities whether or not the purposes, business and activities thereof are similar or dissimilar to the purposes, business or activities of the Association, without breach of duty to the Association or its Members or without liability of any character or description to the Association or its Members. No contract or other transaction of the Association shall ever be affected by the fact that any Officer who is not an Trustee of the Association is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the Trustees present at a meeting of the Board of Trustees at which such contract or transaction shall be authorized or confirmed.

Section 10: Resignations: Any Trustee or Officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or, if no time be specified, at the time of its receipt by the Chairman or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. In the event of resignation by a Trustee, his/her successor shall be selected by the remaining members of the Board in accordance with Section 1 of Article IV.

Section 11: Committees: The Board of Trustees may appoint committees as deemed appropriate in carrying out its purposes. Each such committee shall consist of two or more Members of the Association. Committees shall make recommendations to the Board of Trustees for action and can take no action in and of itself without prior authorization by the Board of Trustees. In the event of the death or resignation or continued absence or failure to function of any Members of a committee, the Board of Trustees shall have full authority to appoint a new Member.

Section 12. Removal of Trustee: Any Trustee may be removed from the Board of Trustees at any time for any cause by the affirmative vote of a majority of the Members of the Association voting in person or electronically or by Proxy at any properly called annual or Special Meeting of Members, there being a quorum present, provided that notice of the meeting be given to the Members not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) before the date of the meeting.

## ARTICLE V

### Officers

Section 1: Titles and Terms of Office: The Officers of the Association shall be a Chairman of the Board of Trustees (who shall be a Trustee), a Vice-Chairman, a Secretary, a Treasurer (who shall be a Trustee) and such other Officers, including but not limited to, one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board of Trustees may from time to time elect or appoint. One person may hold more than one office. All Officers shall be subject to removal, with or without cause, at any time, by vote of the majority of the whole Board of Trustees. A vacancy in the office of any officer shall be filled by vote of a majority of the Trustees then in Office.

Section 2: Chairman of the Board of Trustees: The Chairman, subject to the control of the Board of Trustees, shall be in general charge of the affairs of the Association in the ordinary course of business; he shall preside at all meetings of the Members and of the Board of Trustees; he may make, sign and execute all deeds, conveyances, assignments, bonds, contracts and all other obligations and all other instruments and papers of any kind or character in the name of the Association; and he shall have and may exercise do and perform, and may exercise such other duties as may from time to time be assigned to him by the Board of Trustees.

Section 3: Vice-Chairman: The Vice-Chairman shall have the usual powers and duties pertaining to his office together with such other powers and duties as may be assigned to him by the Board of Trustees, and the Vice-Chairman shall have and exercise the powers of the Chairman during that Officer's absence or inability to act. Any action taken by the Vice-Chairman in the performance of the duties of the Chairman shall be conclusive evidence of the absence or inability to act of the Chairman at the time such action was taken.

Section 4: Treasurer: The Treasurer shall have custody of all the funds and securities of the Association that comes into his hands. When necessary or proper, he may endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated by the Board of Trustees; he may sign all receipts and vouchers for payment made to the Association either alone or jointly with such Officer as is designated by the Board of Trustees; whenever required by the Board of Trustees he shall render a statement of the cash accounts; he shall enter or cause to be entered regularly on the books of the Association to be kept by him for that purpose full and accurate accounts of all moneys received and paid out on account of the Association; he shall at all reasonable times exhibit his books and accounts to any Trustee of the Association during business hours; he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Trustees, he shall, if required by the Board of Trustees, give such bond for the faithful discharge of his duties in such form as the Board of Trustees may require.

Section 5: Assistant Treasurer: Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as may be assigned to

him by the Board of Trustees and the Assistant Treasurer shall exercise the powers of the Treasurer during that Officer's absence or inability to act.

Section 6: Secretary: The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meeting of the Members in books provided for that purposes; he shall attend to the giving and serving of all notices; he may sign with the Chairman or Vice-Chairman in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association. He shall have charge of and maintain and keep such books and papers as the Board of Trustees may direct, all of which shall at all reasonable times be open to the inspection of any Trustee upon request at the office of the Association during business hours and he shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Trustees.

Section 7: Assistant Secretaries: Each Assistant Secretary shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned to such Officer by the Board of Trustees, and the Assistant Secretaries shall exercise the powers of the Secretary during that Officer's absence or inability to act.

## ARTICLE VI

### Contracts. Checks. Drafts. Bank Accounts. Etc.

Section 1: The Board of Trustees, except as in these By-Laws otherwise provided, may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Association, to enter into any contract or execute and deliver any instrument, and by the Board of Trustees or expressly authorized by these By-Laws, no Officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniary for any purpose or to any amount.

Section 2: No loan shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by the vote of the Board of Trustees.

Section 3: All checks, drafts and other orders for the payment of money out of the funds of the Association, and all notes or other evidence of indebtedness of the Association shall be signed on behalf of the Association and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

Section 4: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the board of Trustees may select and for the purpose of such deposit the Chairman, a Vice Chairman, the Treasurer, the Secretary or any other officer or agent or employee of the Association to whom such power may be delegated by the Board of Trustees, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.

Section 5: An annual audit of the books and accounts of the Property Owners' Association shall be performed by an independent Certified Public Accountant retained by the Board. Upon completion of this annual audit, the final report will be made available to the Membership of the Association.

## ARTICLE VII

### Miscellaneous Provisions

Section 1: Offices: The principal office of the Association shall be in or near the April Sound Subdivision, in Montgomery County, Texas

Section 2: Fiscal Year: The fiscal year of the Association shall end at midnight on December 31st of each calendar year.

Section 3: Notice and Waiver of Notice: Whenever any notice whatever is required to be given under the provision of these By-Laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office mail box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice whether before or after the time stated therein, shall be deemed equivalent to notice.

Section 4: Books and Records: A Member of the Association, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the Member.

## ARTICLE VIII

### Amendments

These By-Laws may be supplemented, altered, amended or repealed by the affirmative vote of a majority of the Members of the Association voting in person or by Proxy or electronically at any annual meeting, there being a quorum present, and the Members of the Association having been notified of such proposed changes in accordance with the provision of these By-Laws. The Board of Trustees shall have the authority to amend the By-Laws without a petition exclusively when the amendments are made to conform with Texas law.

## ARTICLE IX

### Indemnification

#### Section 1: Indemnification of Trustees and Officers:

- (a) The Association shall indemnify any person who is or was a party or is or was threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a trustee or officer of the Association and to the fullest extent permitted by the Texas Business Organizations Code, as such act may be amended from time to time (but in the event of an amendment to the act, such amendment shall only apply if such amendment permits broader indemnification of trustees than permitted prior to the effective date of such amendment) against any and all expenses, judgments, awards, fines, penalties and amounts paid in settlement actually and reasonably incurred by such person in connection with such action suit or proceeding.
- (b) The Association shall pay or reimburse in advance of the final disposition of the proceeding reasonable expenses incurred by a person who is or was a party or is or was threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a trustee or officer of the Association to the fullest extent permitted by the Texas Business Organizations Code.

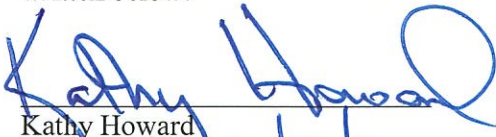
Section 2: Indemnification of Persons Not Trustees or Officers: The Association may, but is not required to indemnify and advance expenses to any person who is or was an employee or agent of the Association to the same extent as provided to Trustees and Officers in Section 1.

Section 3: Notice: Upon notice from any indemnified person that there is threatened or has been commenced any such action, suit or proceeding, the Association:

- (a) Shall defend such indemnified person through counsel selected by and paid for by the Association and reasonably acceptable to such indemnified person, which counsel shall assume control of the defense; and
- (b) Shall reimburse such indemnified person for expenses encompassed by the foregoing indemnity in advance of the final disposition of any such action, suit or proceeding, provided that the indemnified person shall agree to repay to the Association all amounts so reimbursed if a court of competent jurisdiction finally determines that such indemnified person is liable to the Association by reason of the fact that such indemnified person has been found guilty of the commission of a crime or gross negligence in the performance of his duties.

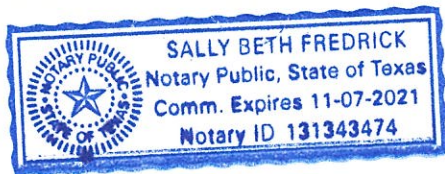
Section 4: Limitations on Indemnification: The Association shall not indemnify any person with respect to matter as to which it is adjudged in any suit, action or proceeding that such person is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the person's official capacity or in which the person is found liable to the Association, EXCEPT THAT, the Association may indemnify a person under Section 1 if the indemnification (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding, and (2) shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association.


The foregoing By-Laws were adopted by majority consent of the elected trustees, effective as of the latest date written below:

  
Kathy Howard  
Date: 7/29/2020

STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on July 29, 2020 by Kathy Howard,  
Chair person of the Board of Trustees of April Sound Property Owners' Association, Inc., a Texas corporation, on behalf of said corporation.



  
Notary Public Signature

After recording return to:  
April Sound Property Owners' Association, Inc.  
100 April Park Drive  
Montgomery, Texas, 77356

THE UNIVERSITY OF CHICAGO  
LIBRARY  
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