

BYLAWS
OF
BRIAR VILLA
COMMUNITY IMPROVEMENT ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Briar Villa Community Improvement Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6420 Richmond, Houston, Texas, but meetings of members and trustees may be held at such places within the State of Texas, Counties of Harris or Fort Bend, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 1. "The Act" shall mean and refer to the Texas Non-Profit Corporation Act, TEX. REV. CIV. STAT. ANN. art. 1396 -- 1.01-9.03 (Vernons 1976 & Supp. 1979), as amended if amended.

Section 2. "Architectural Control Committee" shall mean and refer to the Briar Villa Architectural Control Committee, as provided for in the Declaration.

Section 3. "Association" shall mean and refer to the BRIAR VILLA COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation incorporated pursuant to the Act, its successors and assigns, as provided for in the Declaration.

Section 4. "Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Briar Villa, Section One, filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File Number _____, and recorded under Film Code Number _____ in the Official Public Records of Real Property of Harris County, Texas, and any recorded amendments thereto.

Section 5. "Declarant" shall mean and refer to Kevaland Texas Corporation, a Texas corporation, doing business as Blue Ridge Associates, the Declarant in the Declaration, its successors and assigns (if such assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development).

Section 6. "FHA" shall mean and refer to the Federal Housing Administration.

Section 7. "Lot" and/or "Lots" shall mean and refer to each of the lots as defined in the Declaration. References herein to "the Lots (each Lot) in the Subdivision" shall mean and refer to Lots as defined respectively in the Declaration and all Supplemental Declarations.

Section 8. "Member" and/or "Members" shall mean and refer to all those Owners (as defined below) who are members of the Association as provided in the Declaration and all Supplemental Declarations.

Section 9. "Owner" shall mean and refer to the record owner, or if such Lot is subject to a term purchase contract with Declarant, to the contract seller, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to "the Owners (any Owner) in the Subdivision" shall mean and refer to Owners as defined respectively in The Declaration and all Supplemental Declarations.

Section 10. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions bringing additional property within the scheme of the Declaration and the jurisdiction of the Association under the authority provided in the Declaration. References herein (whether specific or general) to provisions set forth in "any (all) Supplemental Declaration(s)" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 11. "The Properties" shall mean and refer to the properties described in the Declaration which are subject to the restrictions, covenants, conditions, stipulations and reservations of the Declaration, and any additional properties which may hereafter be brought within the jurisdiction of the Association pursuant to the terms of the Declaration.

Section 12. "The Subdivision" shall mean and refer to Briar Villa, Section One; all subsequent sections of Briar Villa Subdivision brought within the jurisdiction of the Association; and any other real property (including specifically, but without limitation, all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities) hereafter brought within the general scheme of the Declaration and the jurisdiction of the Association pursuant to the provisions set forth in the Declaration.

Section 13. "VA" shall mean and refer to the Veterans Administration.

ARTICLE III

MEETING OF MEMBERS

Section 1. **Annual Meetings.** The regular annual meeting of the Members of the Association shall be held at 10:00 a.m. on the first Monday in February of each year beginning in the year 1981, at the principal office of the Association. If such date

for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The failure to hold the regular annual meeting at the designated time shall not work a dissolution of the Association.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Trustees, or upon the written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each special meeting of the Members shall be given by, or at the direction of, the secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Notice of annual meetings shall not be required, but may be given in a like manner.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of In-

corporation, the Declaration, an applicable Supplemental Declaration, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF TRUSTEES

Section 1. Board of Trustees. The affairs of this Association shall be managed by a Board of not less than three (3) trustees, who need not be Members of the Association. The number of trustees may be increased or decreased from time to time by amendment of the Bylaws in accordance with Article XII hereof.

Section 2. Term of Office. The initial trustees for the Association set forth in the Articles of Incorporation shall hold office until the 1981 annual meeting, and thereafter until their successors are duly elected and qualified. There shall be three (3) positions on the Board of Trustees, designated as Positions

One, Two and Three. At the annual meeting of 1981, the Members shall elect one trustee for a term of one year, one trustee for a term of two years and one trustee for a term of three years to fill Positions One, Two and Three, respectively. Any vacancy, from whatever cause, occurring in the Board of Trustees shall be filled by appointment made by the remaining trustee or trustees. The person appointed by the remaining trustee or trustees to fill such vacancy shall serve for the remainder of the unexpired term of said appointed trustee's predecessor, and thereafter until his successor is duly elected and qualified. At each annual meeting thereafter the Members shall elect that number of trustees equal to the number of trustees whose terms expire at such time, such trustees to serve for a term of three (3) years each. In the event these Bylaws shall be amended to expand the Board of Trustees beyond the initial number of three (3) trustees, the Members, at any annual meeting, may elect additional trustees to Positions One, Two or Three; provided, however, that no more than a total of three (3) trustees shall be elected to any one Position.

Section 3. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more persons who may, but need not be, Members of the Association. The nominating Committee

shall be appointed by the Board of Trustees prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 4. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration or any applicable Supplemental Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5. Removal. No member of the Board of Trustees shall be removed from office except for malfeasance in the conduct of his duties. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board of Trustees and shall serve for the unexpired term of his predecessor.

Section 6. Compensation. No trustee shall receive compensation for any service he may render to the Association; provided, however, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association or by any trustee after not less than three (3) days notice to each trustee, which such notice may be waived at or prior to such meeting.

Section 3. Quorum. A majority of the number of trustees, but not less than three (3) trustees, shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Trustees.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all of the members

of the Board of Trustees. Such consent shall be placed in the minute book of the Association with the minutes of the Board of Trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have the following rights and powers:

(a) to suspend the voting rights of a Member during the period said Member is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against said Member's Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(b) in the event any maintenance charge assessments have been or are being expended to provide services for the Members (e.g., garbage collection service), to terminate or cause to be terminated such services for any Member during the period said Member is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against said Member's Lot; and

(c) to exercise for the Association all rights, powers, duties and authority granted, vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration or applicable Supplemental Declaration; and

(d) upon transfer of the duties and powers of the Architectural Control Committee or Committees established by the Declaration and Supplemental Declarations to the Board of Trustees according to the provisions of the Declaration and Supplemental Declarations, to designate and appoint, by a resolution adopted by a majority of the Board of Trustees at a meeting at which a quorum is

present, a committee to exercise architectural control for the Properties. Membership on such committee to exercise said architectural control may, but need not be, limited to members of the Board of Trustees.

(e) to indemnify any trustee or officer or former trustee or officer of the Association for expenses and costs (including attorneys fees) actually and necessarily incurred by said trustee or officer in connection with any claim asserted against said trustee or officer, by action in court or otherwise, by reason of said trustee or officer having been a trustee or officer of the Association, except in relation to matters as to which said trustee or officer shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought; and

(f) to declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(g) to designate a depository of the funds of the Association and to designate officers or other persons who shall be authorized to withdraw funds and sign checks on such account; and

(h) to designate an officer of the Association or other person who shall be authorized to sign all leases, mortgages, deeds, promissory notes and other written instruments on behalf of the Association.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-tenth (1/10) of the Class A Members who are entitled to vote; and

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

(c) fix the amount of the annual assessment against properties subject to the jurisdiction of the Association for each assessment period at least thirty (30) days in advance of such date or period and, at that time, prepare a roster of the properties and assessments applicable thereto (which shall be kept in the office of the Association and shall be open to inspection by any Owner); and, further, to take such actions as it deems appropriate to collect such assessments (including, without limitation, notifying each Owner in writing of the assessment applicable to the property owned by said Owner) and to enforce the liens given to secure payment thereof; and

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any maintenance assessment charge has been paid; and, in the event annual maintenance assessments are expended to provide services for the Members, to issue or cause an appropriate officer to issue, evidence sufficient to enable the entity providing such services to the Members to determine said Member's eligibility for said service. A reasonable charge may be made by the Board of Trustees for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment; and

(e) upon termination of the duties and powers of the Architectural Control Committee or Committees designated in the Declaration and Supplemental Declarations, and the resignation of the members thereof, to exercise the duties and powers reserved and delegated to said Architectural Control Committee or Committees by the Declaration and Supplemental Declarations; and

(f) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities, if any, owned or leased by the Association; and

(g) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president; a vice-president; a secretary; and a treasurer, and such other officers as the Board of Trustees may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Trustees and each shall hold office for one (1) year unless said officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Trustees may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees, the president or the secretary. Such resignation shall take effect on the date of receipt of such

notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Trustees. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary, treasurer and/or special offices created pursuant to Section 4. of this Article VII.

Section 8. Execution of Association Documents. In the absence of a designation by the Board of Trustees of an officer or other person authorized to sign all leases, mortgages, deeds, promissory notes, checks and other written instruments, any officer of the Association may sign such documents on its behalf except that any two officers must sign each promissory note executed by the Association.

Section 9. Duties. The duties of the officers of the Association are as follows:

President

(a) The president shall preside at all meetings of the Board of Trustees and of the Association and shall see that orders and resolutions of the Board of Trustees are carried out.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board of Trustees.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Trustees and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Trustees.

Treasurer

(d) the treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by Members of the Association during normal business hours.

ARTICLE VIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in Section 3. of Article IV of these Bylaws. The Board of Trustees shall appoint other committees as deemed appropriate in carrying out the Association's purposes.

ARTICLE IX

BOOKS AND RECORDS

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

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association certain annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. In the event an Owner's assessment is delinquent in excess of thirty (30) days, any services provided for the Members and funded from the annual or special assessments may be terminated. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of said Owner's Lot.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and within the center the word "Texas".

ARTICLE XII

AMENDMENTS

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy. However, the FHA or the VA shall have the right to veto any such amendments while there is a Class B membership.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration or applicable Supplemental Declaration and these Bylaws, the Declaration or applicable Supplemental Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

IN WITNESS WHEREOF, we, being all of the members of the Board of Trustees of Briar Villa Community Improvement Association have hereunto set out hands this 22nd day of July, 1980.

Member, Board of Trustees of
the Association

Robin F. Green

Member, Board of Trustees of
the Association

Henry E. Booker

Member, Board of Trustees of
the Association

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Briar Villa Community Improvement Association, a Texas non-profit corporation, and,

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Trustees thereof (or by Unanimous Written Consent of said trustees in lieu of a meeting) effective as of the 22nd day of July, 1980.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 22nd day of July, 1980.

Henry E. Booker
Secretary