

**CORPORATE CERTIFICATE**  
**LAKE POINTE OWNERS' ASSOCIATION**

The undersigned certifies that he is the President of Lake Pointe Owners' Association (the "Association"). The Association is the property owners' association for Lake Pointe Condominiums, a condominium regime in Montgomery County, Texas, according to Clerk's File No. 8531975 of the Official Public Records of Real Property of Montgomery County, Texas.

The Association is a Texas non-profit corporation, and a true and correct copy of the **Amended and Restated Condominium By-laws of Lake Pointe Condominiums (Revised April 2012)** is attached to this certificate as Exhibit "A."

Signed this 23<sup>rd</sup> day of July, 2012.

**LAKE POINTE OWNERS' ASSOCIATION**

By: Jay P. Childs  
JAY CHILDS, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 23<sup>rd</sup> day of July, 2012, by JAY CHILDS, President of LAKE POINTE OWNERS' ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

Cheryl Goette  
NOTARY PUBLIC, STATE OF TEXAS  
CHERYL GOETTE  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. 03-17-2014

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on 23<sup>rd</sup> day of July, 2012, by JAY CHILDS, President of LAKE POINTE OWNERS' ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

Cheryl Goette  
NOTARY PUBLIC, STATE OF TEXAS  
CHERYL GOETTE  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. 03-17-2014

**AFTER RECORDING RETURN TO:**

Bryan P. Fowler

The Fowler Law Firm

300 West Davis, Suite 510

Conroe, Texas 77301

**AMENDED AND RESTATED  
CONDOMINIUM BY-LAWS  
OF  
LAKE POINTE CONDOMINIUMS  
(Revised April 2012)**

**ARTICLE I**

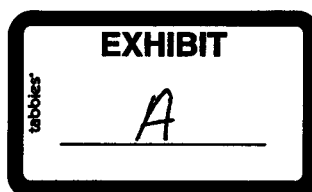
**LAKE POINTE OWNERS' ASSOCIATION**

These Amended and Restated By-laws (hereinafter the "By-laws") are signed and acknowledged by the President and Secretary of the Lake Pointe Owners' Association, which certifies that such By-laws have been approved by the vote of a majority of the Board of Directors of the Lake Pointe Owners' Association, and such amendment shall be effective upon its recordation in the Condominium Records of Montgomery County, Texas.

**Section 1.** LAKE POINTE CONDOMINIUMS shall be administered by a non-profit corporation incorporated under the laws of the State of Texas under the name of "LAKE POINTE OWNERS' ASSOCIATION" (herein referred to as the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project, the Common Elements and easements appurtenant thereto in accordance with (i) the Declaration and Master Deed, (ii) these Amended and Restated By-laws, (iii) the Articles of Incorporation and duly adopted rules and regulations of the Association and (iv) the laws of the State of Texas. All owners shall be members of the Association by virtue of their ownership in the Condominium Project.

**Section 2.** The Association may provide for independent management of the Condominium Project. Such independent management may jointly manage the Condominium Project and other property. In such event, the Association shall not be required to bear in excess of its pro rata share (based on the ratio that the number of Units in the Condominium Project bears to the number of total units of whatever type so jointly managed) of such independent management expense. Any agreement for independent professional management of the Condominium Project shall provide that any such contract may be terminated by either party with cause on thirty (30) days' written notice, or without cause on ninety (90) days' written notice, without payment of any termination fee, and the term of any such contract shall not exceed one (1) year, but may be renewable by agreement of the parties for successive one-year periods.

**Section 3.** Membership in the Association and voting by the members of the Association shall be in accordance with the following provisions:



- A. Each Owner shall be a member of the Association and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association.
- B. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.
- C. Each member shall be entitled to a vote, the value of which shall equal the total of the percentage of value assigned to the Units owned by such member as set forth in the Declaration and Master Deed. No member, other than Developer, shall be entitled to vote at any meeting of the corporation until such member has presented evidence of ownership of a Unit in the Condominium Project to the Board of Directors. The vote of each member may only be cast by such member or by proxy given by such member to his or her spouse or to another member or to his duly authorized representative bearing a date not more than eleven (11) months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Unit shall be in the name of two or more persons as Owners, all of such persons shall be members of the corporation and are referred to herein as "Joint-Owners". Any one of such Joint-Owners may vote at any meeting of the members of the corporation and such vote shall be binding upon such other Joint-Owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint-Owners (in person or by proxy) shall be required to cast their vote as members. If two or more of such Joint-Owners are present at any meeting, their unanimous action shall also be required to cast their vote as members of the corporation.
- D. There shall be an annual meeting of the members of the Association, and other meetings may be provided for in the by-laws of the Association. Notice of the time, place and subject matter of all meetings, as provided in the by-laws of the Association, shall be given to each Owner by mailing the same to such Owner or to the individual representative designated by such Owner at the address given by such Owner to the Association. If any Owner shall fail to give an address to the Association for the mailing of notices, all notices shall be sent to the Unit of such Owner, and such Owner shall be deemed to have been given notice of any such meeting irrespective of the actual receipt of the same. The affairs of the Association shall be managed by the Board of Directors of the Association. An annual meeting of the members of the corporation shall be held in March of each year at a date and time set by the board of directors, at which time the members shall elect directors, and shall transact such other business as may properly be brought before the meeting.
- E. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, the Articles of Incorporation, or the Declaration and Master Deed, may be called by the president, the Board of Directors, or by members having not less than ten percent (10%) of the total percentage of values assigned to those

members. Business transacted at all special meetings shall be confined to the objects stated in the notice of such meeting.

- F. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each member of the corporation entitled to vote at such meeting.
- G. Except as otherwise provided by the Act, or these By-laws, the presence in person or by proxy of forty percent (40%) of the percentage of values of the Owners qualified to vote shall constitute a quorum for holding any meeting of the members of the Association. If, however, such quorum shall not be present or represented at any meeting of the Owners, the Owners present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. If a quorum shall be present or represented by proxy at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as originally notified.
- H. At any meeting of the members of the Association, votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association.
- I. When a quorum is present at any meeting of the Association, the vote of fifty-one percent (51%) or more of the percentage of values of those Owners qualified to vote and present in person or proxy at such meeting shall decide any question brought before such meeting, unless the question is one upon which by express provision of any statute, the Declaration and Master Deed, the Articles of Incorporation of the Association, or By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Owners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Owners to leave less than a quorum.
- J. At all meetings of the Owners cumulative voting shall not be permitted.
- K. Any first mortgagee of a Unit shall be permitted to be represented at any meeting of the Association. Any such mortgagee shall designate any such representative in writing and deliver same to the Association at or prior to a meeting. Upon written request by a first mortgagee, the Association shall provide such mortgagee with notice of any meeting of the Association provided pursuant hereto.

**Section 4.** The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts of the administration of the Condominium Project which shall specify

the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such books shall be open for inspection by the Owners and their mortgagees during reasonable working hours on weekdays, and in accordance with the Association's Access to Records Policy, and shall be audited annually by qualified auditors within ninety (90) days after the end of any fiscal year of the Project, or as soon thereafter as practicable. The cost of such audit shall be an expense of administration of the Condominium Project and the Association shall, upon request, provide the holders, insurers and/or guarantors of first mortgages, with copies of such reports free of charge. In addition, the Association shall be required to make available to Unit Owners, and to holders, insurers, or guarantors of any first mortgage, current copies of the declaration, bylaws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances, and in accordance with the Association's Access to Records Policy.

**Section 5.** All costs incurred by the Association, including but not limited to any costs incurred in satisfaction of any liability arising within, caused by or in connection with the Association's operation, maintenance, or use of the Condominium Project, shall be Association expenses. All sums received by the Association, including but not limited to all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association, shall be Association receipts.

**Section 6.** The registered office of the corporation and the registered agent of the corporation shall be as designated in the Articles of Incorporation of the Association, or as may be designated from time to time by appropriate corporate action. The corporation may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the corporation may require.

**Section 7.**

- A. The business and affairs of the corporation shall be managed by its board of directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Articles of Incorporation, or the Declaration and Master Deed, or these By-laws directed or required to be exercised or done by the members. The Board of Directors, subject to any limitation contained within these By-laws, may: adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for common expenses from unit owners; hire and terminate managing agents and other employees, agents, and independent contractors; institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium; make contracts and incur liabilities relating to the operation of the condominium; regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium; adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, insurance of, and appearance of units and common elements, to the extent the regulated actions affect common elements or other units; impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard

are given, reasonable fines for violations of the declaration, bylaws, and rules of the Association; in accordance with applicable law, notify credit reporting agencies of past due assessments and other charges owing the Association; adopt and amend rules regulating the collection of delinquent assessments and the application of payments; adopt and amend rules regulating the termination of utility service to a unit, the owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility; impose reasonable charges for preparing, recording, or copying declaration amendments, resale certificates, or statements of unpaid assessments; enter a unit for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the common elements, another unit, or the occupants; assign its right of future income, including the right to receive common expense assessments, but only to the extent the declaration so provides; suspend the voting privileges of or the use of certain general common elements by an owner delinquent for more than 30 days in the payment of assessments; purchase insurance and fidelity bonds it considers appropriate or necessary; exercise any other powers conferred by the declaration or bylaws; exercise any other powers that may be exercised in this state by a corporation of the same type as the Association; and exercise any other powers necessary and proper for the government and operation of the Association.

- B. At the first annual meeting of the members, the members shall elect three (3) directors and at such meeting and subsequent annual meetings the Board of Directors shall consist of three (3) directors, all of whom shall be members of the corporation, but shall not be required to maintain their permanent residences in the Condominium Project. The directors shall be elected at the annual meeting of the members, except as hereinafter provided, and the two (2) persons receiving the most votes shall hold office for a term of two (2) years and the remaining one (1) person receiving the least votes shall hold office for a term of one (1) year until the next annual meeting of the members following the election. Thereafter directors shall be elected and shall qualify and hold office for a term of two (2) years. The directors shall serve without compensation.
- C. Any director may be removed either for or without cause at any special meeting of the members of the corporation by the affirmative vote of at least fifty-one percent (51%) of the percentage values represented, in person or by proxy, at such meeting and entitled to vote, if notice of the intention to act upon such matter shall be given in the notice calling such a meeting. If any vacancy occurs in the Board of Directors, caused by the death, resignation, retirement, disqualification or removal from office of any director or otherwise, a successor or successors may be chosen by the affirmative vote of a majority of the remaining directors, and each successor director so chosen shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of members or at a special meeting of members called for that purpose.

- D. The directors of the corporation shall hold their meetings, both regular and special, at the place of its registered office or management agent, or at the site of the Condominium Project, as may be designated from time to time in writing.
- E. The first meeting of each newly elected board shall be held without further notice immediately following the annual meeting of members of the corporation, and at the same place, unless by unanimous consent of the directors then elected and serving, such time or place shall be changed.
- F. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the board.
- G. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, either personally or by mail or by electronic mail; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors. Except as may be otherwise expressly provided by statute, the Articles of Incorporation, these By-laws, or the Declaration and Master Deed, neither the purpose of nor the business to be transacted at any special meeting need be specified in a notice or waiver of notice.
- H. At all meetings of the Board of Directors the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Articles of Incorporation, these By-laws, or the Declaration and Master Deed. If a quorum shall not be present at any meeting of directors the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

#### **Section 8.**

- A. The Board of Directors may, by resolution passed by a majority of the whole board, designate one (1) or more committees, to consist of two (2) or more of the directors of the corporation. Any such committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by statute, the Articles of Incorporation, the Declaration and Master Deed, or these By-laws.
- B. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present. Membership on such committees may, but need not be, limited to directors or members of the corporation.



- C. All committees shall keep regular minutes of their proceedings and shall report the same to the board when requested to do so.
- D. The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to the Condominium Project as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of the Condominium Project which are not by statute, the Articles of Incorporation, the Declaration and Master Deed, or these By-laws required to be performed by or have the approval of the Board of Directors or the members of the corporation.
- E. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all members of the Board of Directors or committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.
- F. Subject to the provisions required or permitted by statute or the Articles of Incorporation for notice of meetings, members of the Board of Directors, or members of any committee designated by the board, may participate and hold a meeting of the board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

#### **Section 9.**

- A. Whenever under the provisions of any statute, the Articles of Incorporation, the Declaration and Master Deed, or these By-laws, notice is required to be given to any director or member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such director or member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be deposited in the United States Mail.
- B. Whenever any notice is required to be given to any member or director of the corporation under the provisions of any statute, the Articles of Incorporation, the Declaration and Master Deed, or these By-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

## **Section 10.**

- A. The officers of the corporation shall be elected by the directors from among the members of the Board of Directors and shall be a president, a secretary and a treasurer. The Board of Directors may also choose one (1) or more vice-presidents, and one (1) or more assistant secretaries and assistant treasurers. Any two (2) or more offices may be held by the same person except that the offices of president and secretary shall not be held by the same person.
- B. The Board of Directors at its first meeting after each annual meeting of members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the board. The Board of Directors may also elect such vice-presidents from among its members as it may determine.
- C. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.
- D. Each officer of the corporation shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.
- E. The president shall be the chief executive officer of the corporation. He shall preside at all meetings of the members and the Board of Directors, shall have general and active management of the business and affairs of the corporation, shall see that all orders and resolutions of the board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.
- F. Each vice-president shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as to the president may from time to time delegate to him.
- G. The secretary shall attend all sessions of the Board of Directors and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. Each assistant secretary shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the president may from time to time delegate to him.

- H. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. Each assistant treasurer shall have such powers and perform such duties as the Board of Directors may from time to time prescribe.

**Section 11.** All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

**Section 12.** The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

**Section 13.** The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may, but need not, be used by causing it or a facsimile thereof to be impressed or affixed or reproduced.

**Section 14.** The corporation shall indemnify any director, officer, or employee, or former director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs of expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of the duty. The corporation may also reimburse to any director, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the directors not involved in the matter in controversy, whether or not a quorum, that it was to the interest of the corporation that such settlement be made and that such director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights or indemnification and reimbursement shall not be deemed exclusive of any other rights to which such director, officer, or employee may be entitled by law, or under any by-law, agreement, vote of members or otherwise.

## ARTICLE II

### ASSESSMENTS

**Section 1.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium Project owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration of the Condominium Project.

**Section 2.**

- A. The Association shall have the right to levy assessments against the Owners and/or Units; provided, however, that (I) such assessments may be levied solely for the purpose of raising revenues to pay for the expenses of operation, management and maintenance of the Condominium Project and (ii) such assessments shall be non-discriminatory. Notwithstanding the foregoing, however, it is understood that assessments made against Owners having licensed and assigned boat slips to reimburse the Association for levies made by the San Jacinto River Authority (or other applicable governmental body) shall be made separately and individually against those respective Owners. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Such funds shall include, without limitation, an adequate reserve fund for the maintenance, repair and replacement of those common elements that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments when possible. The assessment for each year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project in any fiscal year, then the Board of Directors shall have the authority at any time, and from time to time, to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.
- B. Special assessments, assessments other than those described in Subsection A. above, may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Condominium Project including, but not limited to, assessments for costs described in Section 5 of Article I hereof and capital improvements. However, any such special assessment shall not be levied without the prior approval of at least fifty-one percent (51%) of the percentage of values of all of the Owners present in person or proxy at such meeting, except for special assessment to individual Unit Owners for charges

levied by the San Jacinto River Authority (or other applicable governmental body) incident to the existence and/or use, license or assignment of boat slips, which may be assessed at any time, and from time to time, or special assessments regarding insurance, which are levied pursuant to Article IV, Section 3. herein.

- C. Assessments levied by the Association against each Owner pursuant to Subsection A. and/or Subsection B. above which are expended on capital expenditures, or which are set aside in a reserve for future repairs of improvements within the Condominium Project (whether or not such repairs or improvements would otherwise be considered capital in nature pursuant to Section 263 of the Internal Revenue Code of 1954, as amended), shall be treated as capital contributions by such Owner to the Association and shall be shown on the books of the Association as such.

The provisions of this Subsection C. may be amended by a majority of the Board of Directors of the Association if, in the sole discretion of said Board of Directors, such action is necessary to conform to any change in the Internal Revenue Code of 1954, as amended, or any Treasury Regulation or Ruling promulgated thereunder. Notwithstanding anything contained in the Declaration and Master Deed or these By-laws to the contrary, any amendment to this Subsection C. duly authorized by the Board of Directors of the Association shall not require the consent of any Owner or mortgagee.

**Section 3.** All assessments levied against the Owner to cover expenses of the Association and the Condominium Project shall be apportioned among and paid by the Owners in accordance with the percentage of value assigned to each Unit according to the Declaration and Master Deed without increase or decrease for the existence of any rights with respect to the use of limited common elements (including without limitation, parking spaces, boat slips, patios and/or balconies) appurtenant to such Unit. Assessments shall be due and payable at such times as the Association shall determine, commencing the date of delivery of a deed to a Unit from Developer to subsequent Owner. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association (or applicable party) in full on or before five (5) days after the date of any such assessment. Assessments in default may incur a late charge in amounts determined from time to time by the Board of Directors from the due date until paid. Each Owner shall be, and remain, personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these By-laws, and any unpaid assessments with accrued late charges thereon owed with respect to a Unit may, at the option of the Association, be collected out of the sale proceeds of such Unit in accordance with Section 18 of the Act. In addition, to the extent permitted by law, Developer hereby reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure the payment of any regular or special assessment which be levied pursuant to the terms hereof, which liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including interest, costs and reasonable attorneys' fees, shall be chargeable to the Owner in default. Such lien shall be subordinated and inferior only to the following (i) assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on such Unit and (ii) amounts due under any first mortgage instruments duly recorded. Notice of any unpaid assessment, regular or special, may be recorded by the Association in the Real Property Records of Montgomery County, Texas. Notwithstanding

anything contained herein to the contrary, any first mortgagee, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit which may have accrued prior to the time such mortgagee acquired title, and in any such event, the Association shall release its lien for any such unpaid assessments.

**Section 4.** No Owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the use or enjoyment of any of the Common Elements or by the abandonment, sale or other disposition of his Unit.

**Section 5.** The Association may, in addition to its rights under Section 3 hereof and Section 18 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees shall be chargeable to the Owner in default. The Association may also bar the use of any boat slip, whether or not designated as a limited common element, and/or may also discontinue the furnishing of any utilities or other services to an Owner in default of his obligations to the Association or other Owners as set forth herein upon seven (7) days written notice to such Owner of its intent to do so. An Owner in default of his obligations to the Association or other Owner as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

### **ARTICLE III**

#### **OWNER ACTION**

**Section 1.** Without limiting the other legal rights of any Owner or the Association, legal action may be brought by the Association in its sole discretion on behalf of two (2) or more Owners as their respective interests may appear with respect to any cause of action relating to the Common Elements of more than one (1) Unit.

### **ARTICLE IV**

#### **INSURANCE**

**Section 1.** The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief, fidelity and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the "Master Policy"), with respect to the Condominium Project and the Association's administration thereof in accordance with the following provisions:

- A. The Master Policy shall be purchased by the Association for the benefit of the Association, the Owners and their mortgagees as their interests may appear (subject to the provisions of these By-laws, the Declaration and Master Deed and the Act), and provision shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the Owners. The Owners shall obtain insurance coverage as provided in Article IV, Section 2 below, on their Unit, and upon their personal property at their own expense. The Association and the Owners shall use their best efforts to see that all property and liability insurance carried by an Owner or the

Association shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Owners or the Association and the respective tenants, servants, agents, and guests of the Owners or the Association, as the case may be.

- B. All buildings, improvements, personal property and other Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, (with appropriate endorsements to cover fixtures, installations or additions comprising a part of each building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual Units initially installed, or replacements thereof, in accordance with the original plans and specifications for the Condominium Project, specifically referring to and including the interior walls of each Unit), in an amount equal to the maximum insurable replacement value thereof, excluding the cost of excavations, foundations and footings, as determined annually by the Board of Directors of the Association; provided, however, such amount shall be not less than eighty percent (80%) of the maximum insurable value (based upon replacement cost). The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall cover the Common Elements and shall contain, if available, cross liability endorsements or appropriate provisions for the benefit of the Owners, individually, and as a group, the members of the Board of Directors, and the management company, if any, insuring each insured against liability to each other insured. The Association shall also carry fidelity coverage against dishonest acts on the part of the members of the Board of Directors, Owners, the management company, if any, and any other persons (including volunteers, with an appropriate endorsement, if required) handling funds belonging to or administered by the Association. Such fidelity coverage shall be in an amount as determined from time to time by the Board of Directors.
- C. All premiums upon insurance purchased by the Association pursuant to these By-laws shall be included in the Association's budget in accordance with Section 2, subsection A, of Article II hereof, except that the amount of increase over such premiums occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Elements by an Owner shall be assessed only against such Owner.
- D. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Owners and their mortgagees (subject to the provisions of these By-laws, the Declaration and Master Deed and the Act) as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided in Article V of these By-laws, proceeds of any insurance received by the Association as the result of any loss requiring repair or reconstruction under the Declaration and Master Deed and these By-laws shall be applied to such repair or reconstruction.

- E. Notwithstanding anything contained herein to the contrary, no provision herein, the Declaration or any of the condominium constituent documents shall give any owner or any other person priority over any first mortgagee with respect to the distribution of insurance proceeds.

**Section 2.** Each Owner shall be responsible for insurance on the Owner's Unit and the patio or balcony, and entrance and stairway: interior surfaces of all perimeter and interior walls, ceiling and floors (including carpeting, tile, wallpaper, paint or other covering); garbage disposals, ranges, refrigerators, dishwashers, trash compactors, washing machines, dryers, light fixtures, and any and all other appliances of any nature whatsoever; heating, ventilating and air conditioning equipment serving such Unit (although such equipment may be located in part outside such Unit); interior and exterior doors, including all hardware thereon; window panes and light bulbs; plumbing and other fixtures of any nature whatsoever; "built-in" features; and decorative features; fireplaces, if any; any furniture and furnishings; and any portion of the Units that are not Common Elements, and personal property therein, including rugs and floor coverings . All policies of insurance carried by each Owner shall be without contribution with respect to the policies of insurance obtained by the Association for the benefit of all the Owners as above set forth. Owners may carry individual policies of liability, at their own cost and expense, to provide for additional coverages and/or deductibles allocated to any loss.

**Section 3.** In addition to the assessments provided for in Article II, the Association may, at any time, determine, levy and collect an assessment against any one or more, but fewer than all, of the Units, for any matters of repair, replacement, or improvement reasonably applicable only to such Units (or limited common elements appurtenant exclusively to such Units) and not all the Units, or to reimburse the Association's insurance deductible applicable to such Units. All such assessments shall be considered special assessments for purposes of the other provisions of these By-laws.

## ARTICLE V

### RECONSTRUCTION OR REPAIR; CONDEMNATION

**Section 1.** If less than two-thirds ( $\frac{2}{3}$ ) of the buildings in the Condominium Project (as determined by the vote or written consent of the majority of the percentage of value assigned to the Owners in the reasonable exercise of their discretion) shall be damaged by fire or any other casualty, the buildings in the Condominium Project shall be rebuilt or repaired. If more than two-thirds ( $\frac{2}{3}$ ) of the buildings in the Condominium Project (as determined by the vote or written consent of a majority of the percentage of value assigned to such Owners in the exercise of such discretion) shall be damaged by fire or other casualty, then reconstruction shall not be damaged by fire or other casualty, then reconstruction shall not be compulsory without the unanimous consent of all Owners. In the event that such Owners decide not to reconstruct the Condominium Project, the land (more particularly described on Exhibit B of the Declaration and Master Deed) shall be sold and such sale proceeds shall be distributed to each Owner and his mortgagee, as their interests may appear, in accordance with each Owner's percentage of value in the Condominium Project.

**Section 2.** Any reconstruction or repair of the buildings in the Condominium Project or any Unit located therein shall be substantially in accordance with the Declaration and Master Deed and



the original plans and specifications for the buildings in the Condominium Project unless the Owners and their mortgagees shall unanimously decide otherwise.

**Section 3.** Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, and all appliances located therein irrespective of whether or not such appliances are “built-in” to the Unit and other items of personal property belonging to such Owner. Each Owner shall not be responsible for the reconstruction, repair or replacement of the unfinished interior surfaces of the interior or perimeter walls, floors and ceilings of such Owners’ Unit as initially installed, or replacements thereof, in accordance with the original plans and specifications of the Condominium Project, to the extent the same are covered by insurance maintained by the Association. Each Owner shall be responsible for the costs of any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his family, tenants, guests, agents, employees or contractors. In the event damage to all or any part of the interior of an Owner’s Unit, then such Owner shall begin reconstruction or repair of his Unit within forty-five (45) days after the date such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

**Section 4.** As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (hereinafter referred to as the “Casualty”) the Association shall obtain reliable and detailed cost estimates of the following:

- A. The cost of restoring all damage caused by the Casualty to the general and limited common elements (hereinafter referred to as the “Common Element Costs”); and
- B. The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the “Unit Costs”).

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owners by the Association in the following manner:

- A. All Owners shall be assessed on the basis of their percentage of value in the Condominium Project for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.
- B. Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs.

If actual costs exceed such estimated costs, then an additional assessment shall be made against the Owners by the Association in the above manner based upon actual casts. Any such assessments shall be subordinate to the liens of first mortgages.

**Section 5.** In the event of any taking of any Unit in the Condominium Project by eminent domain, or private purchase in lieu thereof, subject to, the provisions of Section 6 of this Article V, the Association, as trustee for the Owner of such Unit and his mortgagee, shall be entitled to receive the award for such taking and, after acceptance thereof, if such Owner shall, abandon his Unit by virtue of such taking, he and his mortgagee shall be divested of all interest in the Condominium Project. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority of the percentage of value assigned Owners (subject to the provisions below regarding the appointment of the Association as attorney-in-fact) shall determine by vote or written consent whether to rebuild or repair the Condominium Project or to take such other action as such remaining Owners deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the Condominium Project shall be resurveyed and the Declaration and Master Deed and Exhibit B shall be amended to reflect such taking and to proportionately read just the percentages of value assigned to the remaining Owners based upon a continuing total value of the Condominium Project of one hundred percent (100%).

**Section 6.**

- A. This Declaration does hereby make mandatory the irrevocable appointment of an attorney -in-fact to deal with the Condominium Project, in whole or in part, upon its destruction, repair or obsolescence, or if it is subject to condemnation proceedings contemplated herein.

Title to any condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument or conveyance from the Developer or from any owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead for the purpose of dealing with said property upon its destruction or obsolescence or taking by eminent domain as is hereinafter provided. As attorney-in-fact the Association, by its President and Secretary or Assistant Secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interests of a condominium Owner which are necessary and appropriate to the exercise of the powers herein granted. Any repair, reconstruction or replacement made of the improvement(s) shall be to substantially the same condition existing prior to the damage, with each Unit and the general and limited elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance or condemnation proceeds collected shall be available to the Association for the purpose of repair, restoration or replacement unless the owners agree not to rebuild in accordance with the provisions set forth herein. The Association shall have full authority, right and power, as attorney-in-fact, to cause any repair and restoration of the improvement(s) permitted or required hereunder.

In addition, and without limitation on the generality of foregoing, the Association as said attorney shall have the full power and authority to purchase and maintain insurance, to collect and remit the premiums therefor, to collect proceeds of insurance and/or condemnation awards and to distribute the same to the Association, the owners and their respective mortgagees (subject to the provisions hereof) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such owners and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusive) Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit for the liability of any Owner for occurrences therein not caused by or connection with the Associations's operation, maintenance or use of the Condominium Project.

- B. Notwithstanding anything contained herein to the contrary, no provision contained herein or in the Declaration shall give an owner, or any other party, priority over any first mortgagee with respect to distribution of proceeds of insurance or condemnation.

**Section 7.** In the event of substantial damage to or destruction of any Unit or any part of the Common Elements or in the event of any taking by condemnation of any Unit or the Common Elements, or any part of either, any first mortgagee directly affected thereby shall be given timely written notice of same.

## ARTICLE VI

### RESTRICTIONS

**Section 1.** No Unit in the Condominium Project shall be used for other than residential purposes and the Common Elements shall be used only for purposes consistent with residential use. In this regard and in order to control the number of people maintaining primary residence in each Unit and in the project, no more than three (3) persons may occupy any one-bedroom or efficiency unit and no more than four (4) persons may occupy any two-bedroom apartment as their primary residence. ns may occupy any

**Section 2.** No Owner shall make structural alterations or modifications to his Unit or to any of the Common Elements including the erection of antennae, aerials, awnings, the placement of any reflective or other material in the windows of the Unit (other than uniform draperies approved by the Board of Directors) or other exterior attachments without the prior written approval of the Association. The Association shall not approve any alteration, decoration or modification which would jeopardize or impair the soundness, safety or appearance of the Condominium Project. No Owner shall make any alteration or modification involving plumbing, electricity and/or heating, ventilating or air conditioning within such Owners' Unit, or on, or in, the Common Elements, without the prior written consent of the Association.

**Section 3.** With the express and limited exception of any first mortgagee in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu thereof, no Owner may lease, rent or let his Unit to any other person or persons for transient or hotel purposes. To insure this end, any such leasing, renting or letting shall be for residential purposes and shall be for a term of no less than six (6) months in duration. No Owner shall be permitted to lease less than the entire Unit. Any lease shall be in writing and shall contain covenants obligating the tenant to comply with the Declaration and Master Deed and these By-laws of the Association.

**Section 4.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Project. No owner shall store any dangerous explosive or flammable liquids or other materials either in his Unit or upon the Common Elements.

**Section 5.** No signs or other advertising devices which are visible from the exterior of any Unit or upon the Common Elements shall be displayed, including "For Sale" signs, without written permission from the Association.

**Section 6.** No animals shall be kept except no more than two (2) household dogs, cats, birds and fish. Dogs kept and maintained in accordance with this section shall have a body weight of no more than ninety-nine (99) pounds, and dogs heavier than such weight shall not be permitted within the Condominium Project. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No pets may be permitted to run loose upon the Common Elements, and any Owner who causes any animal to be brought or kept upon the premises of the Condominium Project shall indemnify and hold harmless the Association for any loss, damage, cost or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Notwithstanding the generality of the foregoing, if after (i) repeated violations of this provision, (ii) ten (10) days prior written notice to the owner of such pet(s), and (iii) an opportunity for such owner to have a hearing before the Board of Directors of the Association, such pet(s) is found by the Board to be in violation of this provision, then the owner of such pet(s) shall have ten days in which to dispose of such pet(s) to any other person not an occupant of a Unit in the Condominium Project, failing which such pet(s) may be taken from such Owner and given to the Society for the Prevention of Cruelty to Animals of Montgomery County, Texas.

**Section 7.** The Common Elements shall not be used for storage of supplies, personal property, trash or refuse of any kind (except common trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board of Directors of the Association), nor shall the Common Elements be used in any way for the drying, shaking or airing of clothing or other items. Stairs, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall unauthorized persons or pets play therein or thereon or use such areas for other than their intended purposes. In general,

no activities shall be conducted nor condition maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium Project.

**Section 8.** Each Owner shall maintain his Unit and limited common elements appurtenant thereto in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, telephone, water, gas, plumbing, power or other utility systems throughout the Condominium Project and each Owner shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements.

**Section 9.** Nondiscriminatory rules and regulations concerning the use of the Condominium Project shall be promulgated by the Board of Directors of the Association and such rules and regulations, and subsequent rules and regulations duly adopted from time to time by the Board of Directors shall be binding on all members of the Association.

**Section 10.** The Association or its agents shall have access to each Unit from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. If requested by the Association, each Owner shall furnish to the Board of Directors of the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

**Section 11.** Vehicles not in operating condition shall not be parked for any length of time upon the premises of the Condominium Project. Such vehicles may be towed from the Condominium Project at the sole expense of the owner, in accordance with applicable state law. No boats, trailers or recreational vehicles shall be parked on the Condominium Project premises, other than for a period of time not exceeding seventy two (72) hours, unless express written permission is granted by the Board of Directors. The Board of Directors may, if it deems it appropriate, prohibit recreational vehicles from being parked on the premises entirely. Recreational vehicles are not permitted upon the Condominium Project premises if they are being used for residential purposes, or camping. No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a vehicle therein. Vehicles which are not owned or leased by owners or tenants of a Unit within the Condominium Project shall not be permitted to park in the center parking area on the Condominium Project parking lot, and/or other areas adjacent to buildings where parking is identified and marked for use by owners. No more than two (2) vehicles per Unit shall be permitted to be parked in the center parking area of the Condominium Project parking lot.

Vehicles utilized for loading and unloading personal property shall not be parked in the roadway between buildings C and F of the Condominium Project, or in the center parking area, for any length of time which exceeds that for which is required for such loading and/or unloading.

**Section 12.** Except for the provisions of Sections 4, 6 and 8 hereof, none of the restrictions contained in this Article shall apply to the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-laws as the same may be amended from time

to time, including without limitation the power of the Association to own a Unit for the use and enjoyment of a resident manager of the Condominium Project.

## ARTICLE VII

### MORTGAGES

**Section 1.** Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of such mortgage, give notice to the Association in writing of the name and address of his mortgagee and the amount secured by said mortgage, and the Association shall maintain such information in a book entitled "Mortgagees of Units". Said written notice shall be separately maintained by the Association or by a person designated by the Association. Such Owner shall, in the same manner, notify the Association as to the release or discharge of any such mortgage.

**Section 2.** The Association shall, at the request of any first mortgagee of any Unit, report to such first mortgagee any unpaid assessments due from the Owner of such Unit to the Association.

## ARTICLE VIII

### TAXATION

**Section 1.** Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate, entirely independent of the building of which such Unit is a part, independent of the Condominium Project or Common Elements thereof (except as set forth above), and each Owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit. The valuation of General and Limited Common Elements shall be assessed separately to each Owner in accordance with the undivided percentage of value of each Owner as set forth in the Declaration. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments.

## ARTICLE IX

### AMENDMENT

**Section 1.** These By-laws may be amended by the members of the Association from time to time by approval of a majority of the percentage of values assigned to the Owners unless otherwise provided herein, or in the Act. Any such amendment may be evidenced by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of a majority of the percentage of values assigned to the Owners in the Condominium Project, and such amendment shall be effective upon its recordation in the Real Property Records of Montgomery County, Texas.

Notwithstanding anything contained herein to the contrary, if any proposed amendment to these By-laws would have the effect of altering or modifying any of the protections afforded purchase money mortgagees pursuant to the regulations promulgated by the Federal Home Loan Mortgage Corporation and/or the Federal National Mortgage Association, then and in such event any

such proposed amendment must first be approved by all first mortgagees of Units in the Project before it shall be effective.

**Section. 2.** No amendment to these By-laws shall in any way discriminate against any Unit Owner nor against any Unit nor against any class or group of Owners or Units, unless the Owners so affected shall consent thereto in writing. Neither shall any such amendment make any material change in the Articles entitled "Insurance" or "Reconstruction or Repair; Condemnation" without the prior written consent of all record owners of first mortgages on any Units affected thereby.

## ARTICLE X

### DEFAULT

**Section 1.** Failure to comply with (I) the Declaration and Master Deed, (ii) these By-laws or (iii) the Articles Incorporation, or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof, or the levying and collecting of fines, as adopted and promulgated by the Board. The Association or any Unit Owner, as the case may be, may enforce the respective rights provided for in the Declaration and Master Deed or these By-laws.

**Section 2.** In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding including without limitation reasonable attorneys' fees.

## ARTICLE XI

### CONSTRUCTION

**Section 1.** In the event these By-laws shall be inconsistent with the Declaration and Master Deed, then the Declaration and Master Deed shall be controlling.

The undersigned hereby certify that these Amended and Restated By-laws of Lake Pointe Condominiums (Revised April 2012) was approved by the vote or written consent of a majority of the Board of Directors of Lake Pointe Owners' Association, and is effective upon its recordation in the Real Property Records of Montgomery county, Texas.


Signed this 23<sup>rd</sup> day of April, 2012.

### LAKE POINTE OWNERS' ASSOCIATION

Signed:

Print Name:

Title:

  
JAY P. CHILDS  
President

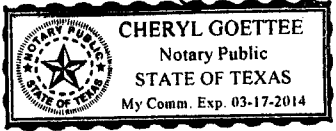
Signed: *PP*  
Print Name: PAUL POST  
Title: Secretary

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 23<sup>rd</sup> day of April, 2012, by \_\_\_\_\_, President of LAKE POINTE OWNERS' ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

*Cheryl Goettee*  
NOTARY PUBLIC, State of Texas

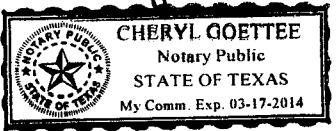


THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 23<sup>rd</sup> day of April, 2012, by \_\_\_\_\_, President of LAKE POINTE OWNERS' ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

*Cheryl Goettee*  
NOTARY PUBLIC, State of Texas

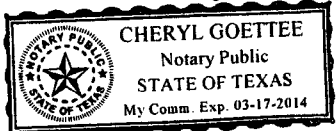


STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 23<sup>rd</sup> day of April, 2012, by \_\_\_\_\_, Secretary of LAKE POINTE OWNERS' ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

*Cheryl Goettee*  
NOTARY PUBLIC, State of Texas



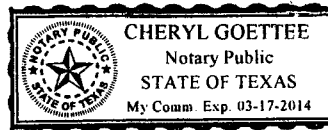


THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 13<sup>rd</sup> day of April, 2012, by \_\_\_\_\_, Secretary of LAKE POINTE OWNERS' ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

*Cheryl Goettee*  
NOTARY PUBLIC State of Texas



**FILED FOR RECORD**

09/06/2012 2:47PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number  
sequence on the date and at the time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

**09/06/2012**



County Clerk  
Montgomery County, Texas