

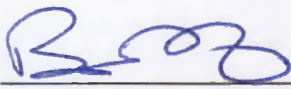
**CORPORATE CERTIFICATE**  
**TEASWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

The undersigned certifies that he is the Attorney in Fact of TeasWood Community Improvement Association, Inc. (the "Association"). The Association is the property owners' association for TeasWood, Sections I, II, III, IV, and V, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the **Bylaws of TeasWood Community Improvement Association, Inc.** and the **Fine Schedule of TeasWood Community Improvement Association, Inc.**

Signed this 10<sup>th</sup> day of July 2013.

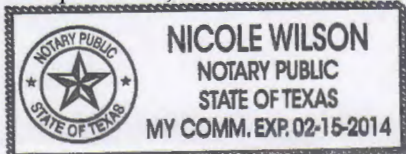
**TEASWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

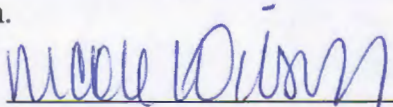
By:   
Bryan P. Fowler, Attorney-in-Fact

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 10<sup>th</sup> day of July, 2013, by Bryan P. Fowler, Attorney-in-Fact for TEASWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

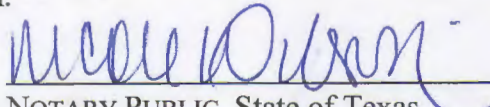


  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

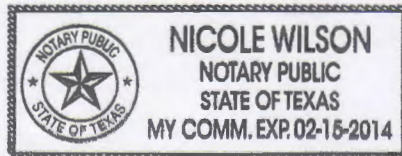
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 10<sup>th</sup> day of July, 2013, by Bryan P. Fowler, Attorney-in-Fact for TEASWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING RETURN TO:**

Bryan P. Fowler  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301



**BYLAWS OF  
TEASWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.  
(Amended and Restated June 2013)**

**ARTICLE I.  
NAME and LOCATION**

The name of the non-profit corporation is TeasWood Community Improvement Association, Inc. (the "Association"). The principal office of the Corporation shall be located at 3500 West Davis, Suite 190, Conroe, Texas 77304, but meetings of Members and Directors may be held at such places within Montgomery County, Texas, as may be designated by the Board of Directors.

**ARTICLE II.  
DEFINITIONS**

Section 1. "**Association**" shall mean and refer to TeasWood Community Improvement Association, Inc., its successors and assigns.

Section 2. "**Properties**" shall mean and refer to that certain real property formerly known as The Reserve as set out in Declaration of Covenants, Conditions and Restrictions for Section I of The Reserve dated April 10, 1985, and recorded under Clerk's File No. 8514489 of the Real Property Records of Montgomery County, Texas, as modified, revised and/or amended by the Declaration of Covenants, Conditions and Restrictions for Section I of The Reserve dated April 10, 1985, recorded under Clerk's File No. 8517056 Of the Real Property Records of Montgomery County, Texas, and as subsequently amended by First Amendment to the Declaration of Covenants, Conditions and Restrictions for Section I of The Reserve dated June 11 1985, and recorded under Clerk's File No. 8525385 of the Real Property Records of Montgomery County, Texas, as modified, revised and/or amended by the Declaration of Covenants, Conditions and Restrictions for Section I of TeasWood dated May 14, 1996, as recorded under Clerk's File No. 9629002 of the Map Records of Montgomery County, Texas, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "**Common Properties**" shall mean and refer to those areas of land shown on any recorded plat or its equivalent of the Properties or any portion thereof filed or approved by the Developer and identified thereon as "Common Properties", including without limitation, any area identified as a "Nature Trail".

Section 4. "**Lot**" shall mean and refer to a portion of the Properties which is less than the whole thereof and which is platted, filed and recorded in the Office of the County Clerk of Montgomery County, Texas, and which is assessed by the appropriate public officials for the purpose of real estate taxes imposed by the State of Texas and Montgomery County, Texas, with the exception of the Common Properties and public areas such as parks, parkways and esplanades as shown on such subdivision map or plat.

Section 5. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract

sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. “**Developer**” shall mean and refer to TeasWood L.L.C., a Texas limited partnership, its successors and assigns, and shall include any person or entity to which Developer may assign its rights and privileges, duties and obligations hereunder, which are and shall be assignable.

Section 7. “**Deed Restrictions**” shall mean and refer to the covenants, conditions and restrictions applicable to the Properties recorded under Clerk’s File No. 8514489, and Clerk’s File No. 8517056, Clerk’s File No. 8525385, and Clerk’s File No. 9629002 of the Real Property Records of Montgomery County, Texas, as amended and/or supplemented hereafter.

Section 8. “**Subdivision**” shall mean and refer to all of that certain real property previously known as Section I of The Reserve, and now known or to be known as Section I of TeasWood, as recorded in Clerk’s File No. 9629002 of the Map Records of Montgomery County, Texas, and any additions thereto hereafter.

Section 9. “**Private Streets**” shall mean and refer to paved (asphalt or concrete) streets, curbs, gutters, sewers and right-of-way shown upon any recorded Subdivision map of the Properties and/or owned or acquired by the Association.

Section 10. “**Member**” shall mean and refer to those persons entitled to membership as provided in the Deed Restrictions, as amended, the Articles of Incorporation, and the Bylaws of the Association.

### ARTICLE III. MEETING OF MEMBERS

Section 1. **Annual Meetings.** The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held during the month of January, at a place, and on a day, and at an hour designated by the Board of Directors.

Section 2. **Special Meetings.** Special meetings of the Members may be called at any time by the president or by the Board of Directors or upon the written request of the Members who are entitled to vote totaling one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. **Notice of Meetings.** Except as provided below for annual meetings, written notice of meetings of the Members may 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 prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote, addressed to the Members address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

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 Incorporation of these Bylaws. An

absentee or electronic ballot shall be counted as an Owner present and voting for the purpose of establishing a quorum for items appearing on the ballot. In the absence of a quorum at a meeting of Members, the meeting may be adjourned and immediately reconvened for the sole purpose of conducting Director elections. The quorum required for election of Directors at the reconvened meeting shall be the number of votes cast in person, by proxy, by absentee ballot, or electronic ballot.

**Section 5. Methods of Voting.** The voting rights of a Member may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee ballot; or
- (3) by electronic ballot by electronic mail or facsimile.

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

**Section 6. Proxies.** All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot.

#### **ARTICLE IV. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association shall be managed by a Board of five (5) Directors, four of which must be Members of the Association, and with one Member who does not need to be a Member of the Association.

**Section 2. Term of Office.** The initial Directors for the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting. At the first annual meeting the Members shall elect two Directors for a term of three (3) years, and one Director for a term of two (2) years; and at each annual meeting thereafter the Members shall elect that number of Directors equal to the number of Directors whose terms expire at such time to serve three (3) year terms.

**Section 3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No Director shall receive a salary or compensation for services rendered in their capacity as a director for the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. Nothing herein shall be construed to limit or restrict the Association's ability to contract with or otherwise compensate a director, or any entity owned or controlled by such director, for valid services rendered to the

Association, including but not limited to, landscaping services, street repair and maintenance services, common area upkeep and maintenance services, or any other valid services rendered to the Association pursuant to a contract, or other agreement.

## ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor of the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors 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 Directors 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. No candidate for the Board shall have a felony conviction or a conviction of any crime involving moral turpitude.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. All ballots must be signed by the Member casting said ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Deed Restrictions, as amended. The persons receiving the largest number of votes shall be elected.

**Section 3. Election Vote Tabulators.** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not tabulate or otherwise be given access to the ballots cast in the election or vote.

## ARTICLE VI. MEETING OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

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

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4. Open Board Meetings.** Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract

negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditures approved in executive session.

**Section 5. Meeting Notice to Members.** Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) mailed to each member not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or by posting the notice on an Internet website maintained by the Association, and (ii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

**Section 6. Meetings Without Notice to Members.** The Board, by any method of communication, including electronic and telephonic meetings, may meet without prior notice to Members, if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board attention. The action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. Notwithstanding the authority to meet without notice to the Members, the Board may not, without prior notice to the Members, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue.

## **ARTICLE VII. POWER AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

1. Adopt and publish rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of the Members and their guests therein, and to establish penalties for the infraction thereof;
2. Suspend the right to use of any facilities or services of a Member during any periods in which such Member shall be in default in the payment of any assessment levied by

the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

3. Impose reasonable fines, and to suspend any person's right to use the Common Area, for violation of the Deed Restrictions, these Bylaws, or any rules and regulations duly adopted by the Association; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In addition, the Association shall be entitled to suspend any services provided by the Association to a Lot in the event that the Owner of such Lot is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that an occupant, guest or invitee of a Lot violates the Deed Restrictions, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Deed Restrictions, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.
4. Exercise for the Association all powers, duties and authorities vested in or delegated to this association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Deed Restrictions, as amended;
5. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
6. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

1. 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-fourth (1/4) of the Class A Members who are entitled to vote;
2. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
3. As more fully provided in the Deed Restrictions, as amended, to:
  - a. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - b. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - c. Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner

personally obligated to pay the same;

4. Issue, or cause an appropriate officer to issue, up demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
5. Procure and maintain adequate liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association;
6. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
7. Cause the Common Properties and Private Streets to be maintained and repaired as and when needed either directly or by agreement with contractors.

## **ARTICLE VIII. OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The officers of this Association shall be a president and a vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer (who may be the same person, and may be a paid position from outside the Association Membership, through employment control of the Association's Management Company), and such other officers as the Board may create from time to time by resolution.

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

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

**Section 4. Special Appointments.** The Board may appoint 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 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. Any officer may resign at any time by giving written notice to the Board, 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. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same

person (and may be a paid position from outside the Association Membership, through employment control of the Association's Management Company). No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

1. **President:** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.
2. **Vice President:** The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes, and shall exercise and discharge such other duties as may be required of him or her by the Board.
3. **Secretary:** The secretary shall record the votes and keep the minutes of all meetings and all proceedings of the Board 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 and of the Members; keep appropriate current records showing 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.
4. **Treasurer:** 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 Directors; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

#### **ARTICLE IX. COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Deed Restrictions, as amended, and a Nominating Committee, as provided by these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### **ARTICLE X. BOOKS AND RECORDS**

The books, records and papers of the Association shall be available for copying and/or inspection in accordance with the Associations' Records Production Policy.

**ARTICLE XI.  
ASSESSMENTS**

As more fully provide in the Deed Restrictions, as amended, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot; 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 the Common Properties, if any, or abandonment of his or her Lot.

**ARTICLE XII.  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the name of the Association, "TeasWood Community Improvement Association, Inc.", and the word "Texas".

**ARTICLE XIII  
AMENDMENTS**

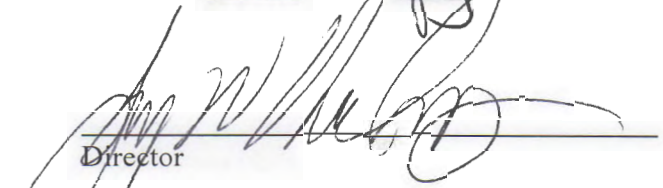
Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, or by the Board of Directors.

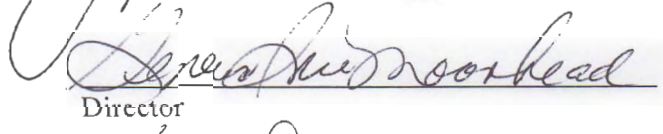
Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Deed Restrictions, as amended, and these Bylaws, the Deed Restrictions, as amended, shall control.

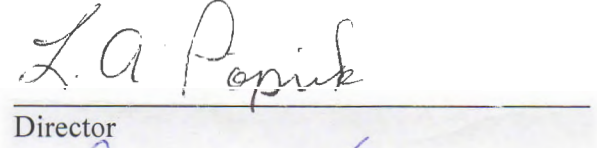
**ARTICLE XIV.  
MISCELLANEOUS**

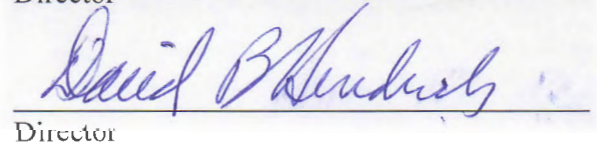
The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except the first fiscal year shall begin on the day of organization of the Association, August 11, 1995.

IN WITNESS WHEREOF, WE, BEING ALL OF THE Directors of TeasWood Community Improvement Association, Inc., have hereunto set our hands this 9th day of July 2013.

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

Attest:

\_\_\_\_\_  
Secretary