

BY-LAW  
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BYLAWS  
OF  
VILLAS AT ASHLAND  
AND ASHLAND GARDENS  
HOMEOWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION

ARTICLE I

Membership; Voting Rights

1.1 Membership; Voting Rights. As more fully described in the Declaration, every Person who is the Owner of a fee simple title or undivided fee simple title interest applicable to any Lot that is subject to the Declaration is a Member of the Association, and as such shall have and exercise voting rights as set forth in Article III of the Declaration.

1.2 Cumulative Voting Prohibited: Cumulative voting is prohibited as to any matter placed before the membership for a vote, including election of Directors.

1.3 Voting Procedures. Voting on any matter brought before the membership must be conducted in accordance with the following:

1.3.1 Voting In Person or by Proxy. At all meetings of Members, voting may be in person or by proxy. Voting by proxy will be deemed voting in person for all purposes. Voting by Absentee Ballot is permitted as provided by Section 1.3.2.

1.3.2 Voting By "Absentee Ballot". Members shall be permitted to vote at any meeting on any matter by mail, by facsimile transmission, by electronic message, or by any combination of these methods. Voting by any of the aforesaid means is referred to herein as voting by "Absentee Ballot". The Board may adopt procedures for voting by Absentee Ballot. Voting by Absentee Ballot shall be deemed voting in Person for all purposes. To the extent applicable, references in these Bylaws to ballots also includes Absentee Ballots.

1.3.3 Method of Voting. Members may vote by proxy, ballot or Absentee Ballot as to (i) election of Directors, (ii) amendment of any Governing Documents, and (iii) any fundamental business transactions as set forth in Chapter 22, Subchapter F of the Texas Business Organizations Code.

ARTICLE II

Meetings of Members

2.1 Annual Meetings. There shall be an annual meeting of the Members of the Association to be held in the first week of May of each calendar year.

2.2 Special Meetings. Special meetings of the Members may be called at any time by the President, or by the Board of Directors, or by written petition signed by the Owners of not less than one-third of all Lots then contained within the Property.

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First American Title  
as Courtesy only with no liability*

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2.3 Notice of Meetings. Written notice of each meeting of the Members will be given to all Owners by, or at the direction of, the Secretary, or the officer or other person calling the meeting by hand delivery not less than fifteen or mailing not less than twenty days prior to the meeting, and in either case not more than sixty days prior to the meeting.

2.4 Quorum. The presence at any meeting, in person or by proxy and whether or not in good standing, of Members representing the Owners of not less than one-half of all Lots then contained in the Property constitutes a quorum for any action except as otherwise required by law, the Certificate of Formation, the Declaration or these Bylaws. If a quorum is not present or represented at any meeting, the Chairperson of the meeting has the power to adjourn the meeting from time to time, without any further formality or notice other than announcement at the meeting, until a quorum as aforesaid is present or represented; provided, the adjourned meeting or meetings must be held within ninety days of the date of the original meeting. At any such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally called. The Members present at a duly organized meeting, in person or by proxy, may continue to transact business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.5 Majority Vote. The vote, in person or by proxy, of a majority of the votes entitled to be cast at a meeting at which at least a quorum is present or represented is the act of the Members' meeting except as otherwise provided or required by law, the Certificate of Formation, the Declaration, or these Bylaws. Any such act of a Member's meeting is binding upon all Members and Owners.

### ARTICLE III Board of Directors

3.1 Composition. The affairs of the Association will be managed by a Board of three Directors. The number of Directors may be increased or decreased from time to time by amendment of these Bylaws, provided the Board shall at all times have not less than three Directors. Unless otherwise expressly required by law or other applicable provision of the Governing Documents, the Board of Directors may exercise and will have all rights, powers, authority and responsibilities of the Association.

3.2 Qualifications. All Persons seeking election as a Director and who serve as a Director are subject to the following:

3.2.1 Membership. All Directors must be Members of the Association.

3.2.2 Disqualification.

(a) A Member is eligible for election to the Board unless they are otherwise disqualified by law.

(b) No Member (or designated representative of a Member) may be appointed or elected as a Director if as a result a majority of the Directors would be affiliated with a single Owner regardless of the number of Lots the single Owner may own. "Affiliated" means (i) spouses and other members of a common household, and (ii) a Member that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the single Owner.

3.2.3 Designated Representatives. The representative of a Member designated by a corporate or other entity Owner may be appointed or elected to a directorship provided

that notice of the designation is received by the Association at least ten days prior to the annual or other meeting at which such representative may stand for election or appointment. A designated representative serving as a Director may be replaced by the appointing entity upon not less than ten days written and dated notice and compliance with such other requirements as the Board may from time to time determine.

3.3 Directorship Positions: Term of Office. The Declarant shall serve as the Board of Directors until such time as there is no longer a Class B voting rights as set out in the Declaration. At that time, the Declarant shall appoint three Members to one of three Directorship Positions designated as Positions One through Three. That initial Board of Directors will serve until their respective successors are elected and qualified. At the next occurring annual meeting of the Members, one Director will be elected to Directorship Position One for a two year term and two Directors will be elected to Directorship Positions Two and Three for a one year term. Thereafter, Directors will be elected for two year terms. Nominees receiving the largest number of votes will be elected as provided in the next Section.

3.4 Nomination: Election: Cumulative Voting Prohibited. Before each annual meeting of Members, beginning with the second occurring annual meeting, the Board of Directors shall make reasonable efforts to obtain at least as many nominees for election to the Board as will be required to fill all Directorship Positions to be elected at the ensuing annual meeting. All such nominees (and the Directorship Position to which nominated, when applicable) must be listed in or included with the notice of each annual meeting. Nominations may also be made from the floor at each annual meeting. Election to the Board of Directors must be by ballot (including Absentee Ballot) or proxy. At each election the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. The nominee receiving the largest number of votes as to each Directorship Position to be filled at the applicable meeting shall be elected.

3.5 Vacancies on Board of Directors.

3.5.1 Resignation, Death, or Incapacity. In the case of resignation, death, or incapacity to serve of any Director, the vacancy shall be filled by the affirmative vote of the remaining Director, or the affirmative vote of a majority of the remaining Directors then in office though less than a quorum of the entire Board. Any Director(s) so elected will hold office for the full remaining term of the Directorship Position to which elected and until their successors are elected and have qualified.

3.5.2 Removal. Any Director maybe removed, either for or without cause, at any special meeting of Members by affirmative vote of two-thirds of the votes entitled to be cast at the meeting, in person or by proxy. The notice calling such meeting must give notice of the intention to act upon such matter. If the notice so provides, the vacancy caused by the removal may be filled at such meeting by a majority vote of the Members voting in Person or by proxy. For cause, a Director may be removed at any special meeting of Directors by the affirmative vote of a majority of the remaining Directors. Without regard to the foregoing, any Director who is absent from three consecutive meetings of the Board or who is absent from three meetings of the Board during anyone year may be removed by the affirmative vote of a majority of the remaining Directors. Unless otherwise provided in the notice of a meeting to remove a Director, vacancies caused by removal will be filled as provided in Article III.

3.6 Compensation. No Director may receive compensation for any services rendered to the Association in his or her capacity as a Director; provided, however, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties; and provided further, any Director may

serve the Association in any other capacity as an agent or employee or otherwise and receive compensation therefore.

3.7 Powers and Duties of the Board of Directors. The Board of Directors shall exercise for the Association all powers, duties and authority vested in or delegated to this Association and not expressly reserved to the membership by other provisions of these Bylaws, the Certificate of Formation, or the Declaration. It shall also be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at each annual meeting of the Members;

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

(c) to fix the amount of Assessments, and to take such actions as it deems appropriate to collect all Assessments due to the Association and to enforce the liens given to secure payment thereof, all as more particularly described in the Declaration;

(d) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association, including insurance coverage required by the Declaration;

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

(f) in general, to manage the affairs of the Association in accordance with and to enforce the provisions of all Governing Documents.

3.8 Settlement of Claims. Without limitation of Section 3.7 regarding powers of the Board, the Board of Directors is specifically authorized to compromise and settle any and all claims, demands, liabilities and causes of action whatsoever held by or asserted against the Association upon such terms and conditions as the Board may determine, and the decisions of the Board as to any of the foregoing is final and conclusive.

ARTICLE IV  
Meetings of Directors

4.1 Annual Organizational Meeting. Within thirty days after each annual meeting of Members, the Board of Directors shall hold an annual organizational meeting for the purposes of (i) electing all officers of the Association, and (ii) the transaction of such other business as may be properly brought before it.

4.2 Regular Meetings. Regular meetings of the Board of Directors will be held when called by the President of the Association or by any two Directors, but in any case no less than every three months.

4.3 Special Meetings. Special meetings of the Board of Directors will be held when called by the President of the Association or by any two Directors.

4.4 Quorum. A majority of the number of Directors constitutes a quorum for the transaction of business at any meeting. Every act or decision done or made by a majority of the

Directors present in Person or by proxy at a meeting at which a quorum is present is the act of the Board.

4.5 Notice of Meetings. Oral or written notice of annual organizational meetings or regular meetings of the Board of Directors must be given to all Directors in accordance with Section 5.1 not less than twenty-four hours before the meeting. Written notice of all special meetings of the Board of Directors shall be given to all Directors in accordance with Section 5.1 not less than three days before the meeting.

4.6 Open Meetings. Except as provided in Section 4.7 of these Bylaws, all meetings of the Board of Directors are open to all Members of the Association until such time as the Board of Directors goes into executive session which is closed to Members not on the Board.

4.7 Executive Sessions. The Board of Directors may adjourn a meeting and reconvene in closed executive session to review and consider any actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving privacy rights of individual Owners, matters that are to remain confidential by request of the affected parties and agreement of the Board, and any communications or documents not subject to inspection of Members and any other business of a confidential nature as set forth in Article VIII of these Bylaws. The general nature of any business to be considered in executive session must first be announced in open session.

4.8 Proxies. A Director may vote in person or by proxy executed in writing by the Director. All Director proxies must be in writing, must bear the signature of the Director giving the proxy, and must specify the date on which the proxy was executed. No Director proxy is valid after ninety days from the date of the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

#### ARTICLE V

##### Location, Time, Notice and Alternative Forms of Meetings; Action Without Meeting; Committees

#### 5.1 Location, Time and Notice.

5.1.1 Location and Time of Meetings. Each meeting of Members, Directors or committees shall be held at such location within Harris County, Texas and at such time as determined by the Board of Directors, or by the Director(s), officer(s), Member(s) or committee member(s) calling the meeting in accordance with these Bylaws.

5.1.2 Notice of Meetings. Notice of each meeting of Owners, Directors or committee members may be given orally when expressly permitted herein and otherwise shall be given by mail, by facsimile transmission, by electronic message, or by any combination of these methods. Each such notice shall state the date and time of the meeting, and: (i) if the meeting is not held solely by using a conference telephone or other communications system as authorized by Section 5.2, the location of the meeting; and (ii) if the meeting is held solely or in part by using a conference telephone or other communications system authorized by Section 5.2, the form of communications system to be used for the meeting and the means of accessing the communications systems. Notice of a meeting that is mailed is considered to be delivered on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the Person at the Person's address as it appears on the ownership or membership records of the Association. Notice that is transmitted by facsimile or electronic message is considered to be delivered when the facsimile or electronic message is successfully transmitted. The purpose(s) of the meeting is not required to be stated in the notice of the meeting except in the case of a special

meeting or a meeting to consider any fundamental business transaction as set forth in Chapter 22, Subchapter F of the Texas Business Organizations Code.

5.1.3 Waiver of Notice. Notice of any meeting may be waived if the Person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before, at or after the time of the meeting. If a Person entitled to notice of a meeting participates in or attends the meeting, the Person's participation or attendance constitutes a waiver of notice of the meeting unless the Person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

5.2 Remote Communications Technology Meetings.

5.2.1 Directors, Members or committee members may participate in and hold any of their respective meetings by using a conference telephone or similar communications equipment, or by another remote electronic communications system, including videoconferencing technology or the Internet, only if (i) each person entitled to participate in the meeting consents to the meeting being held by means of that system, and (ii) the system provides access to the meeting in a manner or using a method by which each Person participating in the meeting can communicate concurrently with each other participant. 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.

5.2.2 If voting is to take place at any meeting conducted pursuant to this Section, the Association must (i) implement reasonable measures to verify that every Person voting at the meeting by means of remote communications is sufficiently identified; and (ii) keep a record of any vote or other action taken.

5.3 Action Without Meeting By Unanimous Written Consent. Directors, Members or committee members may take action without holding a meeting, providing notice, or taking a vote if each person entitled to vote on the action signs a written consent or consents stating the action taken. Any such written consent has the same effect as a unanimous vote at a meeting.

5.4 Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, from time to time appoint, organize, re-organize and abolish such committees as it shall deem desirable. The foregoing does not apply to the Architectural Control Committee as to which all applicable provisions of the Declaration shall apply and control.

**ARTICLE VI**  
Officers and Chairpersons

6.1 Enumeration of Offices. The officers of this Association are a President, the Vice President, a Secretary, and a Treasurer, each of whom must be a member of the Board of Directors, and such other officers as the Board may from time to time by resolution create. The same Person may not simultaneously hold the offices of President and Secretary. Any two or more offices may otherwise be held by the same Person.

6.2 Election; Term. The officers of this Association will be elected annually by the Board at its annual organizational meeting, and each will hold office for one (1) year and until his or her successor

is elected and qualified unless he or she shall sooner resign, or be removed, or otherwise become disqualified to serve.

6.3 Resignation and Removal. Any officer may be removed from office at any time and with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors or any member thereof, or to the President. Such resignation will 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 by the Board of Directors will not be necessary to make it effective.

6.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy will serve for the remainder of the term of the officer he or she replaces.

6.5 Chairpersons for Member and Board Meetings. The President of the Association shall act as the chairperson of all meetings of the Members and all meetings of the Board of Directors. In the President's absence, or if the President is unable or unwilling to act, then the chairperson will be, in the following order if any of the following officers are absent or unable or unwilling to act, the Vice President, the Treasurer, or the Secretary. In lieu of the foregoing, the Board may designate the Managing Agent (or any employee of the Managing Agent) or any other person to act as chairperson.

#### 6.6 Duties of Officers and Chairpersons.

6.6.1 President. The President is the chief executive officer of the Association and has, subject to control of the Board of Directors, general supervision, direction and control of the business and officers of the Association, and has general powers and duties of management usually vested in the office of president of a Texas non-profit corporation. Specifically, but without limitation of the foregoing, the President shall preside as chairperson at all meetings of the Board of Directors and of the Members of the Association (except as otherwise provided in Section 6.5); shall see that orders and resolutions of the Board are carried out; shall sign as President all leases, mortgages, deeds and other written instruments and shall co-sign with any other officer all checks and promissory notes which have been first approved by the Board of Directors unless the Board has authorized the signature(s) by lesser officers; and, subject to advice of the Board of Directors, has general supervision, direction, and control of the affairs of the Association; and shall discharge such other duties as may be required by the Board of Directors.

6.6.2 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, and shall exercise and discharge such other duties as may be required of him by the Board.

6.6.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; give notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

6.6.4 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board of Directors; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association, and report on and make the same available for inspection by Members of the Association as required by the Board, these Bylaws or the Declaration.

6.6.5 Other Officers. Such other officers as the Board of Directors may from time to time create will have such duties as directed or required by the Board for such duration as determined by the Board.

6.6.6 Chairpersons. Chairpersons shall establish agendas for meetings, call to order and preside over meetings, verify quorums, call for and conduct voting and verify results thereof, resolve procedural disputes, decide who is entitled to the floor and limit the duration thereof as to anyone Person, establish limits on the period of time to be allowed for discussion of any given issue, motion or other matters, and in general shall supervise the orderly conduct of meetings and obtaining of correct expressions of the decisions made thereat. The chairperson's determinations as to any of the foregoing matters are final so long as made in good faith.

**ARTICLE VI**  
**Limitation of Liability: Indemnification**

7.1 Definitions. In this Section 9.1:

7.1.1 "Association Representative(s)" means each current or former Director, governing person, officer, delegate employee and agent of the Association, as such terms are defined in the Texas Business Organizations Code.

7.1.2 "Claims" means all losses, costs, liabilities, damages, and expenses (including all "expenses" as that term is defined in Section 8.001 of the Texas Business Organizations Code) incurred in connection with a Proceeding (including court costs, and fees and disbursements of counsel).

7.1.3 "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

7.2. Limitation of Liability. To the fullest extent allowed by the Texas Business Organizations Code, including Chapters 7 and 8 and Sections 22.221 and 22.235 thereof, an Association Representative is not liable to the Association, to any Owner or Member of the Association, or to any other Person for any act or omission by the Association Representative in the person's capacity as an Association Representative unless the person's conduct was not exercised in good faith, with ordinary care, and in a manner the Association Representative reasonably believes to be in the best interests of the Association.

7.3 Indemnification. To the fullest extent allowed by the Texas Business Organizations Code, including Chapter 8 thereof, the Association shall indemnify, defend, and hold harmless, each Association Representative from and against all claims they may incur as a result of having been, being, or threatened to be made a named defendant or respondent in a Proceeding because they are or were an Association Representative, INCLUDING, IN EACH CASE, FOR CLAIMS BASED ON OR ARISING FROM SUCH PERSON'S SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE, but excluding any such items incurred as a result of any act or omission for which the Association Representative is liable under the preceding Section 7.02. The Association shall in like manner indemnify, defend and hold harmless each Association Representative from and against all claims such persons may incur as a result of appearing as a witness or other participant in a Proceeding that involves the affairs of the Association, or as a result of having performed or performing services for the Association. The rights of an

Association Representative under this Section include the right to be paid or reimbursed by the Association for reasonable expenses incurred in defending any Proceeding in advance of its final disposition within a reasonable time after a written claim has been submitted to and received by the Association. The provisions of this Section 7.03 constitute a determination that indemnification should be paid and a contract to indemnify as contemplated by Sections 8.103(c) and 8.151(d)(2) of the Texas Business Organizations Code. The determinations otherwise required by Section 8.101 of the Texas Business Organizations Code must be made as provided in Section 8.103 thereof.

7.4 Liability Arising From Conduct of Owners. Each Owner, and each Owner's tenants, shall indemnify and keep indemnified, and hold harmless, the Association and all Association Representatives from and against all claims, damages, suits, judgments, court costs, attorney's fees, attachments and any and all other legal actions or proceedings whatsoever caused or arising, directly or indirectly, through the willful or negligent act or omission of an Owner, the Owner's tenants, or the family member, guests, invitees, servants, agents or employees of either.

7.5 Additional and/or Subsequent Authority. To the fullest extent otherwise provided in other Governing Documents, or in the Texas Non-Profit Corporation Act, Texas Business Organizations Code, Texas Miscellaneous Corporation Laws Act, Chapter 84 of the Texas Civil Practice and Remedies Code, or any other statute, and to the fullest extent any Governing Documents or statutes may be enacted, construed or amended subsequently to the filing of the Association's Certificate of Formation to provide for further elimination or limitation of liability or further authorization of indemnification than as authorized, permitted or required by this Article, then such liability shall be eliminated or limited and such right to indemnification shall be expanded to the full extent permitted by such other Governing Documents and/or statutes, and any enactment, construction or amendment thereof.

7.6 Report to Members. So long as required by the Texas Business Organizations Code, any indemnification of or advance of expenses to an Association Representative must be reported in writing to all Owners upon the earlier to occur of (i) with or before the notice or waiver of notice of the next meeting of Members, or (ii) with or before the next submission to Members of a consent to action without a meeting, or (iii) within twelve months after the date of the indemnification or advance.

7.7 No Impairment. Any repeal or modification of this Article by the Members of the Association or otherwise shall not adversely affect any right or protection existing at the time of such repeal or modification.

#### ARTICLE VIII Amendment

8.1 Amendment. With the Board's express written consent, these Bylaws maybe amended or otherwise modified or repealed, in whole or in part, at any annual or special meeting of the Members by the affirmative vote of two-thirds of the votes entitled to be cast at the meeting, in person or by proxy. Any such amendment, modification or repeal so adopted is binding upon all Members and all Owners. The notice for any meeting of the Members at which any amendment or other modification or repeal of these Bylaws is to be considered must state such purpose, and must contain or be accompanied by a true and correct copy of the proposed amendment(s) or a summary statement thereof.

8.2 NO IMPAIRMENT OF DECLARANT'S RIGHTS. NO AMENDMENT BY THE OWNERS MAY REMOVE, REVOKE OR MODIFY ANY RIGHT OR PRIVILEGE OF DECLARANT PURSUANT TO ANY GOVERNING DOCUMENTS WITHOUT THE WRITTEN CONSENT OF DECLARANT.

ARTICLE IX  
Miscellaneous

9.1 Notices. Unless otherwise expressly provided herein, all notices or other communications permitted or required under these Bylaws must be in writing and may be given in any manner permitted by, and are deemed delivered as provided in Section 5.1.2 of these Bylaws. All notices shall be delivered to the last known mailing address, facsimile number or electronic message address, as applicable, as same appears on the ownership or membership records of the Association. Notice of (1) change of mailing address, facsimile number or electronic message address of a current Member, or (li) change of ownership, or leasing or other change of occupancy must be given to the Association within ten days after the change. Refusal to accept delivery of any notice shall be deemed actual notice and actual knowledge of the materials refused.

8.2 Conflicts. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; and in the case of any conflict between the Declaration and these Bylaws or the Certificate of Formation, the Declaration shall control.

8.3 Interpretation. The provisions hereof are to be liberally construed to give full effect to their intent and purposes. The captions of each Article and Section are inserted only for convenience, and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. Wherever the context requires, all words in the male gender are deemed to include the female or neuter gender, all singular words include the plural, and all plural words include the singular.

8.4 Severability. Whenever possible, each provision of these Bylaws will be interpreted in such manner as to be effective and valid, but if the application of any provisions of these Bylaws to any Person or to any property is prohibited or held invalid, such prohibition or invalidity will not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions hereof are declared to be severable.

8.5 Power of Attorney. A Person may execute any instrument related to the Association by means of a written power of attorney if an executed copy of the power of attorney is filed with the Association to be kept with the corporate records. Any such power of attorney may be revoked only by expiration of a stated term expressly set forth in the power of attorney or by filing of a written revocation with the Association, and the Association is not required to determine or comply with any other conditions for termination.

8.6 Applicability of Bylaws. All present or future Members and Owners, tenants thereof, and their respective officers, agents, employees, guests or invitees, or any other Person occupying or residing within or upon the Property or any Lot or utilizing any Community Properties in any manner, are subject to these Bylaws. The mere acquisition, occupancy, use or rental of any Lot or utilization of any Community Properties constitutes acceptance and ratification of these Bylaws, and agreement to strictly comply therewith.

8.7 Waiver of Interest in Corporation Property. All real and personal property, including all Community Properties and all improvements located thereon, acquired by the Association will be owned by the Association. A Member has no interest in specific property of the Association. Each Member hereby expressly waives the right to require partition of all or part of any and all such property.

8.8 Fiscal Year. The fiscal year of the Association may be established from time to time by the Board of Directors absent which same shall begin on the first (1st) day of January and end on the thirty-first day of December of each year.

8.9 Effective Date. These Bylaws are effective from and after the date of filing of the Declaration and the Bylaws with the Clerk of Harris County, Texas.

Ashland Townhomes, LLC

By:

Name:

Position:

*[Signature]*  
*Tony M Brown*  
*Managing Member*

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STATE OF TEXAS \*  
COUNTY OF HARRIS \*

This instrument was acknowledged before me on the 1 day of October 2013, by Tonym Brown, as managing member of Ashland Townhomes, LLC.



*[Signature]*  
Notary Public, State of Texas

PLEASE RETURN TO:

720 N Post Oak Rd.  
Ste 630  
Houston, TX 77024

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ER 050 - 26 - 1013

20130518224  
# Pages 12  
10/09/2013 09:55:14 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 56.00

**RECORDERS MEMORANDUM**

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**FIRST AMENDMENT TO BYLAWS OF VILLAS AT ASHLAND  
AND ASHLAND GARDENS HOMEOWNERS ASSOCIATION, INC.**

**THE STATE OF TEXAS     \***

**COUNTY OF HARRIS        \***

WHEREAS, on October 1, 2013, Ashland Townhomes LLC, a Texas limited liability company (hereinafter referred to as Declarant”) executed those certain Bylaws of Villas at Ashland and Ashland Gardens Homeowners Association, Inc. (hereinafter referred to as “Bylaws”), filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk’s File No. 20130518224 in the Official Public Records of Real Property of Harris County, Texas, imposing on Villas at Ashland, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in the Official Public Records of Real Property of Harris County, Texas, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth for the benefit of said property and each owner thereof, and additionally bringing said subdivision within the jurisdiction of the Ashland Gardens Homeowners Association, Inc. (hereinafter referred to as the “Association”); and

WHEREAS, Article VIII, Section 8.1 of the Bylaws provides that with the Board’s express written consent, the Bylaws may be amended by an affirmative vote by the Owners of two-thirds (2/3) of the total number of votes entitled to be cast, in person or by proxy, at a special meeting;

WHEREAS, two-thirds (2/3) of the Owners, as defined in the Declaration, desire to supplement and amend the Bylaws in order to insure and preserve the value and integrity of the Property; and

WHEREAS, the Owners of at least two-thirds (2/3) of the Lots encompassed within and

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RP 092-13-2470

subject to the provisions of the Bylaws, desire to amend the Bylaws, pursuant to their right to do so;  
and

WHEREAS, the Owners of at least two-thirds (2/3) of the Lots encompassed within and subject to the provisions of the Bylaws, desire that the remaining terms and provisions of the Bylaws remain the same.

NOW, THEREFOR, KNOW ALL MEN BY THESE PRESENTS, THAT the Bylaws are hereby amended as follows:

ARTICLE III

Board of Directors

3.1 Composition. The affairs of the Association will be managed by a Board of five Directors. The number of Directors may be increased or decreased from time to time by amendment of these Bylaws, provided the Board shall at all times have not less than three Directors. Unless otherwise expressly required by law or other applicable provision of the Governing Documents, the Board of Directors may exercise and will have all rights, powers, authority and responsibilities of the Association.

3.3 Directorship Positions; Term of Office. The Declarant shall serve as the Board of Directors until such time as there is no longer a Class B voting rights as set out in the Declaration. At that time, the Declarant shall appoint five Members to one of five Directorship Positions designated as Positions One through Five. That initial Board of Directors will serve until their respective successors are elected and qualified. At the next occurring annual meeting of the Members, two Directors will be elected to Directorship Positions One and Two for two year terms and three Directors will be elected to Directorship Positions Three, Four and Five for a one year term. Thereafter, Directors will be elected for two year terms. Nominees receiving the largest number of votes will be elected as provided in the next Section.

Dated this 8th day of July, 2014.

RP 092-13-2471

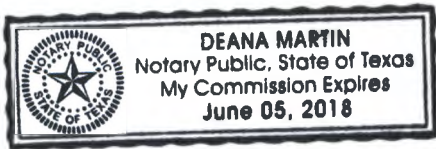
*Ch B George*

Name: *Christopher Blaine George*  
President of Ashland Gardens Homeowners Association, Inc.

*10/11  
10/11*

Before me, the undersigned authority, on this day personally appeared *Ch B George*, President of Ashland Gardens Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least two-thirds (2/3) of the Lot Owners had approved this Amendment at a Special Meeting and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Association.

Given under my hand and seal of office, this the *5th* day of *July*, 2014.



*Deana Martin*  
Notary Public, State of Texas

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

*Return to:*

**Kathy Ann Terry**  
*Attorney at Law*  
PO Box 690141  
Houston, TX 77269

*✓*

RP 092-13-2472

RP 092-13-2473

FILED FOR RECORD  
8:00 AM

JUL 14 2014

*Stan Stewart*  
County Clerk, Harris County, Texas

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

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

JUL 14 2014



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

3rd Amend  
2

20150259982  
06/16/2015 RP2 \$24.00

**SECOND AMENDMENT TO BYLAWS OF VILLAS AT ASHLAND  
AND ASHLAND GARDENS HOMEOWNERS ASSOCIATION, INC.**

*For  
no ee*

**THE STATE OF TEXAS     \***

**COUNTY OF HARRIS       \***

WHEREAS, on October 1, 2013, Ashland Townhomes LLC, a Texas limited liability company (hereinafter referred to as "Declarant") executed those certain Bylaws of Villas at Ashland and Ashland Gardens Homeowners Association, Inc. (hereinafter referred to as "Bylaws"), filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. 20130518224 in the Official Public Records of Real Property of Harris County, Texas, imposing on Villas at Ashland, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in the Official Public Records of Real Property of Harris County, Texas, all those certain covenants, conditions, restrictions, easements, charges, and liens therein set forth for the benefit of said property and each owner thereof, and additionally bringing said subdivision within the jurisdiction of the Ashland Gardens Homeowners Association, Inc. (hereinafter referred to as the "Association"); and

WHEREAS, Article VIII, Section 8.1 of the Bylaws provides that with the Board's express written consent, the Bylaws may be amended by an affirmative vote by the Owners of two-thirds (2/3) of the total number of votes entitled to be cast, in person or by proxy, at a special meeting;

WHEREAS, two-thirds (2/3) of the Owners, as defined in the Declaration, desire to supplement and amend the Bylaws in order to insure and preserve the value and integrity of the Property; and

WHEREAS, the Owners of at least two-thirds (2/3) of the Lots encompassed within and

RP 094-99-1667

subject to the provisions of the Bylaws, desire to amend the Bylaws, pursuant to their right to do so;  
and

WHEREAS, the Owners of at least two-thirds (2/3) of the Lots encompassed within and subject to the provisions of the Bylaws, desire that the remaining terms and provisions of the Bylaws remain the same.

NOW, THEREFOR, KNOW ALL MEN BY THESE PRESENTS, THAT the Bylaws are hereby amended as follows:

ALTERNATE EXECUTION PROCEDURES

If a quorum was not present, in person or by proxy, at the Annual Meeting of the Association, then the following alternate election procedure shall be followed. Within five (5) business days after the date of the called annual meeting, the Association shall mail a notice to all the members of the Association advising that an election will be held by mail-out ballots. The notice shall state that any member interested in being placed on the mail-out ballot as a candidate must contact the Association or the Association's managing agent within ten (10) days from the date of the notice and request to be placed on the mail-out ballot as a candidate. Upon the expiration of the ten (10) days, nominations of candidates shall be deemed closed, and no additional candidates shall be eligible for consideration. After expiration of ten (10) days from the date of the notice, the Association shall prepare and mail the mail-out ballots to the members. The members shall be required to return the completed mail-out ballots by the specific date and time as specified on the mail-out ballot which shall not be more than thirty (30) days from the date the mail-out ballots were mailed. After the stated deadline has passed, the Association or its managing agent shall tabulate the mail-out ballots, and the candidate or candidates receiving the highest number of votes shall be elected to fill the available positions on the Board of Directors.

RP 094-99-1668

Dated this 7<sup>th</sup> day of MAY, 2015.

Tyler Soeder  
Name: Tyler Soeder  
President of Ashland Gardens  
Homeowners Association, Inc.

Tyler Soeder Before me, the undersigned authority, on this day personally appeared Tyler Soeder, President of Ashland Gardens Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least two-thirds (2/3) of the Lot Owners had approved this Amendment at a Special Meeting and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Association.

Given under my hand and seal of office, this the 7<sup>th</sup> day of MAY, 2015.



Kelly Futral  
Notary Public, State of Texas

RP 094-99-1669

*Ret*  
**Kathy Ann Terry** ✓  
**Attorney at Law**  
**PO Box 690141**  
**Houston, TX 77269**

FILED

2015 JUN 16 AM 10:51

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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

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

JUN 16 2015



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS