

**AMENDED AND RESTATED BY-LAWS  
OF  
UNIVERSITY GREEN TOWN HOME OWNER'S ASSOCIATION, INC.**

**ARTICLE 1**

NAME AND LOCATION. The name of the corporation is UNIVERSITY GREEN TOWN HOME OWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Houston, Harris County, Texas, but meetings of members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to University Green Town Home Owner's Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, of University Green, Sections One and Four, Harris County, Texas and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association, including streets, for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land described by metes and bounds description within any recorded subdivision tract map of the Properties, with the exception of the Common Area, but including the homes situated upon the Properties.

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. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions as amended applicable to the Properties and recorded in the Office of the County Clerk, Harris County, Texas

Section 7. "Member" shall mean and refer to those persons entitled to membership and voting rights in the Association as provided in the Articles of Incorporation. Regardless of the number of Owners of a Lot, in no event shall more than one vote be cast with respect to any Lot.

Section 8. "Commercial Unit" shall mean and refer to ten thousand (10,000) square feet of commercial land which shall be the equivalent of one Lot for purposes of membership, voting rights and assessments in and by the Association.

Section 9. "Governing Documents/Dedictory Instruments" shall mean and refer to the Articles of Incorporation of the Association, as well as these By-Laws, all Declarations of Covenants, Conditions and Restrictions, and all duly authorized Rules and Guidelines, Agreements, Resolutions and Policies, including all amendments and restatements thereto.

**ARTICLE III  
MEETING OF MEMBERS**

Section 1. Open Meetings. Monthly and Special Meetings as set out below must be open

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to all Owners, subject to the right of the Board of Directors to meet in closed Executive Session, as set forth in Texas law. Decisions made in an Executive Session must be summarized orally and placed in the Minutes of the following Members' Meeting, subject to the restrictions of Texas law. Any such oral summary must include a general explanation of expenditures approved in the Executive Session.

Section 2. Annual Meetings. The regular Annual Meeting of the Members shall be held on the second Thursday of April each year, at an hour and place to be determined by the Board of Directors. Such Meeting shall be for the purpose of electing Directors for two year terms as needed to maintain Board membership of seven (7) Directors and to address such other matters as the Board or the Members may determine.

Section 3. Notice of Annual Meeting. Written notice of the Annual Meeting must be given to all Owners not later than the 10<sup>th</sup> day nor earlier than the 60<sup>th</sup> day before such Annual Meeting. The notice requirement shall be met if the notice is posted in a conspicuous manner in a place located on the Association's Common Open Property or on the Association's website. In addition to such posting, notice of the Annual Meeting shall be sent by e-mail to each Owner who has registered an email address with the Association. The giving of notice in this Section is subject to the requirements of State law and is subject to change. It is the Owner's duty to keep an updated email address registered with the Association.

Section 4. Quorum. The presence at the Annual Meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of the membership shall constitute a quorum for any action to be taken at the Annual Meeting except as otherwise provided in the Governing Documents. If, however, such quorum shall not be present or represented at said Annual Meeting, the Members entitled to vote shall have the power to adjourn the Meeting without notice other than the announcement at the Meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. A Member may vote in person or by proxy at the Annual Meeting. All proxies shall be in writing and filed with the Secretary of the Association prior to the close of business on the day of the Annual Meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, if not terminated sooner by specific language in the proxy or the adjournment of the Annual Meeting for which the proxy was intended, whichever occurs first.

Section 6. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Association membership. All notice requirements set out in State law and in these Governing documents shall be applicable to Special Meetings.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Directors, all of whom must be Members of the Association.

Section 2. Term of Office. At the first Annual Meeting the Members elected three Directors for a term of one year, and four Directors for a term of two years. At Annual Meetings thereafter, the Members shall elect Directors for two year terms as needed to restore Board membership to seven Directors.

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 Directors of the Board and shall serve for the

unexpired term of his predecessor. If a Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member was or has been convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board of the Association, will be automatically considered removed from the Board, and prohibited from future service on the Board.

Section 4. Compensation. No Director shall receive compensation for any service such Director may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of Association duties.

Section 5. Action Taken Without a Meeting. Subject to Texas law, the Directors shall have the right to take any action in the absence of a Meeting which they could take at a Meeting by obtaining the written approval of all the Directors. This approval may be obtained via electronic mail. Any action so approved shall have the same effect as though taken at a regular Meeting of the Directors.

#### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Right to Run for Board Position. The Association must provide notice to all Members soliciting candidates interested in running for a position on the Board of Directors. The notice must be given at least 10 days prior to the sending of ballots to Members and must be provided in accordance with Texas law.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed and announced by the Board of Directors within twenty-four hours after each Annual Meeting of the Members and shall 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 shall be made from Members.

Section 3. Election. Election to the Board of Directors shall be by written ballot. All ballots must be signed by the Member. Secret ballots are not permitted by the Association. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declaration. The persons receiving the largest number votes shall be elected. Cumulative voting is not allowed.

#### ARTICLE VI MEETINGS OF BOARD OF DIRECTORS

Section 1. Open Board of Directors Meetings. Regular Meetings of the Board of Directors shall be held at least quarterly with notice, at such place and hour as may be fixed from time to time by agreement of the Board. Should said Meeting fall upon a legal holiday, then that Meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Board of Directors Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than

three (3) days' notice to each Director. Special meetings must be open to Owners subject to the limited right of the Board of Directors to meet in executive session.

Section 3. Notice of Board of Directors Meetings. Owners must be given at least 72 hours advance notice of all Board of Directors Meetings before the start of the Meeting. The notice requirement shall be met if the notice is posted in a conspicuous manner in a place located on the Association's Common Open Property or on the Association's website. In addition to such posting, notice of the meeting shall be sent by e-mail to each Owner who has registered an email address with the Association. The giving of notice in this Section is subject to the requirements of State law and is subject to change.

Section 4. 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. A Director who will not be present at a meeting may give his proxy to another Director for voting purposes. This proxy shall not count toward a quorum. A Director who will not be physically present at a Meeting may attend via electronic means, including by not limited to, telephone, allowing the absent Director to be included for the purpose of establishing a quorum and for voting.

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

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

- a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guest thereon, and establish penalties for the infraction thereof, as well as any infractions of any Governing Document;
- b) Suspend the right of a Member to use the recreational facilities of the Association during any period in which such Member shall be in default of the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing for infraction of published rules and regulations;
- c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration and/or any other Governing Documents;
- d) 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
- e) 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:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- c) As more fully provided in the Declaration, and pursuant to Texas law:
  - (1) fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

- (2) send written notice of the assessment amount to every Owner subject thereto at least thirty (30) days in advance of the end of the calendar year; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or bring an action at law against the owner personally obligated to pay the same at the Board's discretion.
- d) Issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate, in compliance with Texas law,, setting forth, among other matters, whether or not all assessments have 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;
  - e) Procure and maintain adequate liability and hazard insurance on Property owned by the Association;
  - f) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
  - g) Operate, maintain and otherwise manage the Common Areas and any facilities, improvements and landscaping thereon and to dictate that priority of action and expenditure: first shall go toward the continuous and diligent upkeep and maintenance of all streets, and second of all internal esplanades. Such upkeep shall include the repair of all broken curbs, broken streets and sidewalks; upkeep and maintenance of the internal esplanades shall include mowing, trimming, watering, and necessary trash pick-up.
  - h) In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, including foundations, trees, shrubs, grass, walks, and other exterior improvements, excepting any shrubs, trees, grass, walks, patio covers, patio slabs, patio fences, screens between main dwelling unit and garage; furthermore, such exterior maintenance shall not include atriums and glass surfaces, including skylights. Maintenance does include all exterior surfaces of garages, excepting overhead doors, automatic garage door openers, and exterior light fixtures. As of the date of these Amended and Restated By-laws, the amount to be paid by the Association for foundation repair on an Improvement is \$10,000 maximum, over the life of the Improvement. However, this amount is subject to change at any time based on a duly authorized Resolution of the Board of Directors.  
 In the event that the need for maintenance or repair of a Lot or the Improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests, or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and be paid in addition to the assessment to which such Lot is otherwise subject.
  - i) Obtain and maintain on behalf of the Members of the Association a blanket insurance policy insuring certain risks to all improvements on Lots. The cost of this policy shall be borne equally by each Member of the Association and shall be due and owing as a maintenance assessment, as set forth in Article XI.

ARTICLE VIII  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of this Association shall be a President and Vice-President, a Secretary, and a Treasurer, all of whom shall at all times be members of the Board of Directors, and such other Officers as the Board may from time to time by resolution create.

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

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless an Officer resigns, is removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board 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 after 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 being replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. 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:

President

(a) The President shall preside at all meetings of the Board of Directors and Members; 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 checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of that Officer's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be requested of the Vice-President by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all Meetings and proceedings of the Board and of the Members; serve 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.

Treasurer

(c) The Treasurer shall receive and deposit in appropriate bank accounts all monies of

the Association and shall disburse such funds as directed by vote of the Board of Directors; shall sign checks and promissory notes of the Association; keep proper books of account; 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 the Annual Meeting, and deliver a copy of each to the Members.

#### ARTICLE IX COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided by these Amended and Restated By-Laws. In addition, the Board of Directors may 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, during reasonable business hours, be subject to reasonable inspection by any Member pursuant to such rules as the Board may from time to time adopt and pursuant to Texas law. The Declaration, the Articles of Incorporation and these Amended and Restated By-Laws of the Association, as well as all other Governing Documents, shall be available for inspection to any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration and all other Governing Documents, each Owner is obligated to pay to the Association annual and special assessments, including annual assessments for insurance, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum. The Association may bring an action at law or in equity against an Owner personally obligated to pay delinquent assessments, which action may include late fees, interest, costs, and reasonable attorney fees. Further, in accordance with Texas law, the Association may foreclose the lien against the Property, and interest, costs, and reasonable attorney's fee of any such action shall be added to the amount of delinquency and late fees.. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

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ARTICLE XIII  
AMENDMENTS

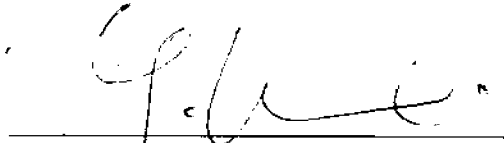
Section 1. These By-Laws may be amended, at a Regular or Special Meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

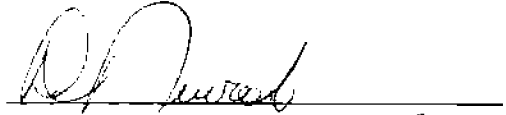
Section 2. In the case of any conflict between the Articles of Incorporation and these Amended and Restated By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these Amended and Restated By-Laws, the Declaration shall control.

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.

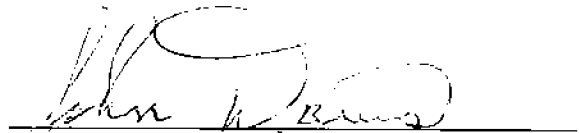
IN WITNESS WHEREOF, we, being all of the directors of the UNIVERSITY GREEN TOWN HOME OWNER'S ASSOCIATION, INC. have hereunto set our hands this 14<sup>th</sup> day of June, 2018.

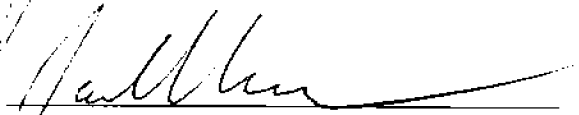
  
LINDA M. LUEDERS, PRESIDENT

  
DEANDRA MCKINNEY-NEWCOMBE, SECRETARY

  
TRISH CHARLES, MEMBER

  
BRUCE WILLIS, MEMBER

  
JOHN DAVIS, VICE PRESIDENT

  
JASON EVERSOLE, TREASURER

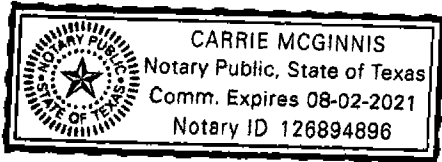
  
CLARA HOCKSTEDLER, MEMBER

(ACKNOWLEDGMENTS TO FOLLOW)



THE STATE OF TEXAS §  
COUNTY OF HARRIS §

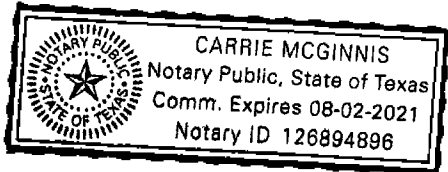
This instrument was acknowledged before me on the 14th day of June, 2018 by Linda M. Lueders, President of University Green Town Home Owner's Association, Inc., in the capacity herein stated.



[Signature]  
NOTARY PUBLIC

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

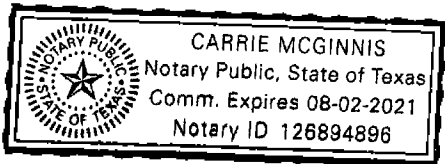
This instrument was acknowledged before me on the 14th day of June, 2018 by John Davis, Vice President of University Green Town Home Owner's Association, Inc., in the capacity herein stated.



[Signature]  
NOTARY PUBLIC

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

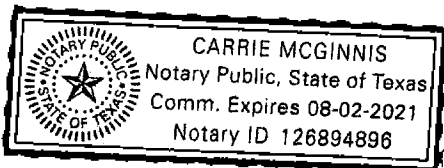
This instrument was acknowledged before me on the 14th day of June, 2018 by DeAndrea McKinney-Newcombe, Secretary of University Green Town Home Owner's Association, Inc. in the capacity herein stated.



[Signature]  
NOTARY PUBLIC

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of June, 2018 by Jason Eversole, Treasurer of University Green Town Home Owner's Association, Inc., in the capacity herein stated.



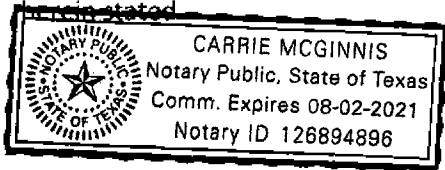
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NOTARY PUBLIC

(ADDITIONAL ACKNOWLEDGMENTS TO FOLLOW)

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THE STATE OF TEXAS §  
COUNTY OF HARRIS §

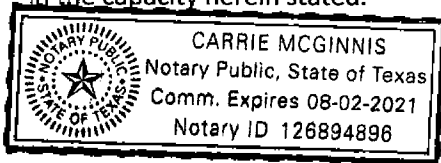
This instrument was acknowledged before me on the 14th day of June, 2018 by Trish Charles, Member of the Board of Directors of University Green Town Home Owner's Association, Inc, in the capacity



[Signature]  
NOTARY PUBLIC

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

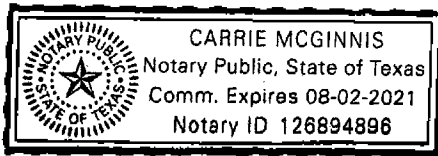
This instrument was acknowledged before me on the 14th day of June, 2018 by Clara Hockstedler, Member of the Board of Directors of University Green Town Home Owner's Association, Inc., in the capacity herein stated.



[Signature]  
NOTARY PUBLIC

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of June, 2018 by Bruce Willis, Member of the Board of Directors of University Green Town Home Owner's Association, Inc., in the capacity herein stated.



[Signature]  
NOTARY PUBLIC

AFTER RECORDING RETURN TO:  
University Green Town Home Owner's Association, Inc.  
P. O. Box 580521  
Houston, Texas 77258

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SECRETARY'S CERTIFICATE

STATE OF TEXAS

COUNTY OF HARRIS

My name is Deandra Newcomb and I am the Secretary of University Green Town Home Owner's Association, Inc. I hereby certify that at a Regular Meeting of the Members on April 12, 2018 the Amended and Restated By-Laws of University Green Town Home Owner's Association, Inc. dated June 14, 2018 were adopted by a vote of a majority of a quorum of members present in person or by proxy.

Signed this 5<sup>th</sup> day of July, 2018.

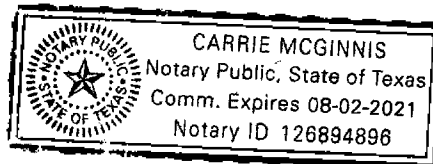
By: [Signature]  
Name: Deandra Newcomb  
Title: Secretary

STATE OF TEXAS

COUNTY OF HARRIS

SWORN AND SUBSCRIBED TO before me the undersigned authority by Deandra Newcomb, Secretary of University Green Town Home Owner's Association, Inc. on this 5<sup>th</sup> day of July, 2018.

[Signature]  
Notary Public in the State of Texas



RP-2018-310795

RP-2018-310795  
# Pages 15  
07/11/2018 11:35 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$68.00

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

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