
BYLAWS

OF

REGENT SQUARE BROWNSTONES
COMMUNITY ASSOCIATION, INC.

A TEXAS NON-PROFIT CORPORATION

(Effective December 22, 2008)

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OF
REGENT SQUARE BROWNSTONES COMMUNITY
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**BYLAWS
OF
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A TEXAS NON-PROFIT CORPORATION

ARTICLE I

Name; Offices

1.1 **Name.** The name of the corporation is ***REGENT SQUARE BROWNSTONES COMMUNITY ASSOCIATION, INC.*** (hereinafter referred to as the "Association").

1.2 **Principal Office.** The principal office of the Association is located at 1616 South Voss, Suite 100, Houston, Texas 77055. The address of the principal office may be changed from time to time as directed by resolution of the Board of Directors. The Association may also have offices at such other places as the Board of Directors may from time to time designate or as its business may require.

1.3 **Registered Office and Agent.** The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose business office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be identical with the principal office of the Association. The registered agent and address of the registered office may be changed from time to time by the Board of Directors in accordance with the Texas Business Organizations Code.

ARTICLE II

Definitions

2.1 **Incorporation of Definitions.** All definitions as set forth in Article II of the "Declaration of Covenants, Conditions, Restrictions and Easements for Regent Square Brownstones" heretofore filed on December 15, 2008, under Clerk's File No. 20080599676, Official Public Records of Real Property of Harris County, Texas, as heretofore or hereafter amended (the "Declaration"), are hereby incorporated by reference herein. In addition to the foregoing and to any other definitions set forth in these Bylaws, the following term has the following meaning:

2.1.1 **"Assessments"** means any and all assessments, regular, special or specific, and all other monetary obligation owed by any Member or Owner to the Association as provided for in, and in accordance with, the Declaration and any other applicable Governing Documents.

ARTICLE III

Membership; Voting Rights

3.1 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 (as amended).

3.2 When Member Required to Designate Representative; Effect. Each Member which is not a natural Person is required to designate one natural person to act on such Member's behalf as herein provided. The designation must be by written and dated notice stating (i) the name, contact address and telephone number of the designating entity and of the designated representative, and (ii) the effective date of such designation which effective date may not be earlier than midnight of the date of receipt of the notice by the Association. The Association is not required to recognize any Person as being authorized to represent or act on behalf of any Member which is not a natural Person until such designation has been received by the Association. A designation as aforesaid fully authorizes the designated representative to bind the designating entity as to all matters, decisions and actions of the designated representative whether or not such authority is expressly stated in the written designation; provided, the Board may require any designated representative to show authority to act in such manner as the Board may reasonably require. Any designated representative may be changed from time to time in the same manner as required for original designation. In the event of conflict between designations, the most currently dated designation will control. Any such representative may serve as a Director as provided in these Bylaws. The Board may by resolution establish additional procedures and requirements as to the designation and authority of representatives not inconsistent with this Section.

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

3.4 Suspension of Voting Rights. All voting rights appurtenance to ownership of a Lot will or may be suspended in accordance with the following:

3.4.1 Automatic Suspension. All voting rights appurtenant to a Lot are automatically suspended during any period of time any Assessments are owed to the Association, and during such suspension, no Owner of such Lot is entitled to vote upon any matters coming before the membership. The suspension continues through the date of receipt by the Association of payment in full; and through the date of completion of processing of the payment, including deposit and negotiation of any personal check.

3.4.2 Suspension After Notice. Upon not less than ten days written notice and opportunity to be heard, the Board of Directors may suspend the voting rights appurtenant to any Lot as to which the Owner or the Owner's tenant(s), or their respective Related Parties, are in violation of any provisions of the Governing Documents as determined in the sole opinion of the Board of Directors. During such period of suspension no Owner of the affected Lot is entitled to vote upon any matters coming before the membership. In the event of such suspension, any affected Owner has the right to petition the Board of Directors in writing for reinstatement of voting rights, and an opportunity to be heard thereon.

3.4.3 Good Standing. A Member is *not* in good standing during any period during which the Member's voting rights have been suspended, including any period during which any Assessments are owed to the Association.

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

3.5.1 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 only as provided by Section 3.5.2.

3.5.2 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.

3.5.3 Form of Proxy or Ballot; Voting Procedures.

(a) All proxies or Absentee Ballots must be in writing and must be signed by the Member(s) giving the proxy or absentee ballot. In addition, but subject to subsection (e) below, all proxies and absentee Ballots must be dated, must set forth in legible form the name(s) of the Member(s) giving the proxy, and must set forth in legible form the address(es) of each Lot as to which voting rights are being exercised.

(b) Members may vote only by proxy, ballot or Absentee Ballot (and may not vote by voice or show) 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.

(c) Proxies and Absentee Ballots must be received by the Association by the date of the meeting to which same pertains prior to call for voting upon any matters at the meeting, or such earlier date certain ("Receipt Date") as stated in the notice of the meeting which Receipt Date may not be more than three business days prior to the meeting. Any proxy or Absentee Ballot received after the Receipt Date is invalid. The Receipt Date is automatically extended in the case of adjournment of the meeting to which same applies to the last business day prior to the date of the adjourned meeting.

(d) When acting pursuant to a proxy, each proxy holder must sign and date the original proxy or a copy thereof and any ballot cast pursuant thereto.

(e) Any proxy or Absentee Ballot which is not in writing and signed by the Member(s) giving same invalid. Any undated proxy or Absentee Ballot shall be dated as of the date of receipt of same by the Association. In the event of conflict between any proxy or Absentee Ballot from the same Member(s), the most receipt dated proxy or Absentee Ballot will control. The Association may also clarify based on the proxy or Absentee Ballot in legible form the name(s) of the Member(s) giving same and/or their Lot address if the Association is unable reasonably to do so, and if not then the applicable proxy or Absentee Ballot shall be invalid. The validity of any proxy or ballot due to any other defect in form will be determined by the Vote Tabulators (as defined in Section 3.6) whose decisions thereon shall be final.

3.5.4 Revocation of Proxy or Absentee Ballot. All proxies and Absentee Ballots may be revocable except to the extent otherwise expressly provided therein until the call for voting upon the matters to which same pertain; provided, once delivered to the custody of the Association, no proxy or Absentee Ballot may be revoked except in writing, either by printing "revoked" on same and signing and dating such notation, or by separate instrument which specifically identifies the proxy or Absentee Ballot to be revoked and which is dated and signed. Any such revocation will be effective only if actually received by the Association prior to call for voting upon the matters to which the revocation pertains. Any proxy or Absentee Ballot which purports to be revocable without notice is invalid.

3.5.5 Duration of Proxy Term or Absentee Ballot. A proxy or Absentee Ballot is valid only for the meeting to which same pertains, and to any subsequent adjourned and reconvened meetings thereof, provided the adjourned and reconvened meetings are held within ninety days of the date of the original meeting. In any other case, unless the proxy specifies a shorter or longer period of time, it terminates one (1) year after its date.

3.5.6 Voice or Show Votes. Except as provided in Section 3.5.3(b) or as otherwise required by the Declaration or law, the Members (or their proxy holders) may vote on any matters by voice, by rising or by show of hands as the Chairperson of the meeting shall direct.

3.6 Verification and Tabulation of Voting Results.

3.6.1 By Whom Verified. Voice or show voting results as provided in Section 3.5.6 will be verified by the Chairperson of the meeting to which same pertains. Proxy or ballot voting results will be verified, tabulated and maintained by the Board of Directors, or by legal counsel to the Association and/or such other committee of three or more Persons as may be designated by the Board of Directors (the "Vote Tabulators").

3.6.2 Verification of Right to Vote. Satisfactory proof of membership, or of a Member's good standing to entitle the Member to vote or any other qualifications necessary to the validity of a ballot or proxy may be required if in the sole good faith opinion of the Vote Tabulators reasonable doubt as to same exists.

3.6.3 Proxies and Ballots Confidential. No ballot (including any Absentee Ballot) or proxy may be inspected by any Person other than the Vote Tabulators and/or legal counsel to the Association. The Vote Tabulators and/or legal counsel will inspect ballots and proxies solely for the purposes of validating same and tabulating the results of any vote of the membership, and the contents of same will be held in confidence by all such parties.

3.6.4 Minimum Period of Retention of Ballots or Proxies. The Association shall maintain proxies and ballots for four years from the date of the meeting or other action to which same pertain after which such ballots and proxies may be destroyed.

3.6.5 Announcement of Voting Results. The membership will be notified of the results of tabulation of any vote (i) verbally at the meeting to which same pertains, or (ii) after the meeting by written notice given to all Members if only a tentative result can be determined at the meeting. In either case, the final results will be made a part of the minutes of the meeting, but a specific count of the voting need not be included in the minutes.

3.6.6 Verification of Ballot or Proxy Votes. When tabulating any voting results at a meeting, the Vote Tabulators may disregard any proxy or ballot the validity of which is reasonably in doubt as determined in the sole opinion of the Vote Tabulators. If after tabulating the results of any vote of the membership disregarding any doubtful ballots or proxies, the results of such tabulation could not be changed even if all such doubtful ballots or proxies were counted as votes against the results otherwise obtained, a final tabulation will be announced at the meeting. If the results of any vote could be changed by counting the doubtful ballots or proxies as aforesaid, a tentative result will be announced at the meeting after which a final tabulation will be made as soon as practicable. When a tentative result has been announced, the Vote Tabulators and/or legal counsel to the Association will make every reasonable effort to finally validate or invalidate all doubtful ballots and proxies. If in the sole opinion of the Vote Tabulators and/or legal counsel to the Association a reasonably certain result cannot be announced due to the number of doubtful ballots and/or proxies, then such vote shall be declared void and the membership will be so notified.

3.6.7 Verification of Voice or Show Vote. If the Chairperson at any meeting is in doubt as to the results of any vote by voice, the Chairperson may call for verification by re-vote by rising or show of hands, and/or as to either method require a specific count. By majority vote, the Members present at the meeting may require verification of any voice vote in the same manner.

3.6.8 NOTICE AND LIMITATIONS PERIOD TO CHALLENGE VOTE. AS A CONDITION PRECEDENT TO ANY SUIT OR OTHER PROCEEDINGS TO CHALLENGE OR OTHERWISE DISPUTE TABULATION OR VERIFICATION OF ANY VOTE, OR ANY OTHER MATTERS PERTAINING TO THE VALIDITY OF ANY MEETING OF MEMBERS, OR ANY VOTE, OR OTHER ACT OR OMISSION OF THE MEMBERSHIP, WRITTEN NOTICE MUST BE GIVEN TO THE BOARD OF DIRECTORS, AND IF APPLICABLE TO THE ASSOCIATION'S MANAGING AGENT, NOT LATER THAN (I) NINETY-ONE DAYS AFTER THE DATE OF THE APPLICABLE MEETING, OR (II) WHEN APPLICABLE, NINETY-ONE DAYS AFTER THE GIVING OF NOTICE AS TO A TENTATIVE VOTING RESULT ANNOUNCED AT THAT MEETING. THE NOTICE MUST SET FORTH THE BASIS FOR ANY CHALLENGE OR OTHER DISPUTE WITH SUFFICIENT DETAIL TO PROVIDE FAIR NOTICE AS TO THE BASIS. IN ADDITION, BUT WITHOUT LIMITATION OF THE FOREGOING, ANY SUIT TO CHALLENGE OR OTHERWISE DISPUTE TABULATION OR VERIFICATION OF ANY VOTE OR ANY OTHER MATTERS PERTAINING TO THE VALIDITY OF ANY MEETING OF THE MEMBERS OR ANY VOTE, OR OTHER ACT OR OMISSION, OF THE MEMBERSHIP AT OR PURSUANT TO ANY MEETING OF MEMBERS MUST BE FILED IN HARRIS COUNTY, TEXAS NOT LATER THAN TWO YEARS PLUS ONE DAY AFTER THE DATE OF THE APPLICABLE MEETING.

ARTICLE IV

Meetings of Members

4.1 First Meeting; Subsequent Annual Meetings. The first meeting of Class A Members of the Association will be called, noticed and conducted as specified in Section A4.01 of Exhibit "A" to the Declaration, and Directors shall be elected thereat for terms as specified in Section 5.3 of these Bylaws. Each annual meeting thereafter will be held during the same month of each year as the month in which the first meeting of Class A Members was held, on such date and at such time as determined by the Board of Directors.

4.2 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 Subdivision.

4.3 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, in accordance with Section 7.1 not less than ten nor more than sixty days before the meeting.

4.4 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-tenth of all Lots then contained in the Subdivision 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.

4.5 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 V

Board of Directors

5.1 Composition.

5.1.1 General. 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.

5.1.2 Development Period. DECLARANT HAS THE EXCLUSIVE RIGHT TO APPOINT, RE-APPOINT, ELECT OR REMOVE ALL DIRECTORS DURING THE DEVELOPMENT PERIOD AND THEREAFTER UNTIL CONDUCTING OF THE FIRST MEETING OF THE CLASS A MEMBERS OF THE ASSOCIATION AND ELECTION BY CLASS A MEMBERS OF A BOARD OF DIRECTORS AS PROVIDED IN SECTIONS A2.01 AND A4.01 OF EXHIBIT "A" TO THE DECLARATION.

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

5.2.1 Membership. All Directors must be Members of the Association. A designated representative appointed as provided in Section 3.2 may hold a directorship.

5.2.2 Disqualification.

(a) A Member is eligible for election to the Board only if the Member is in good standing (that is, the Member's voting rights have not been suspended as provided in Section 3.4). If a Director's voting rights are suspended after election, then such Director may be removed as a Director (and as an officer of the Association, if applicable) by majority vote of the remaining Directors, though less than a quorum, and is automatically so removed if such Director fails to fully cure all violations upon not less than ten days written notice by the Board or its designated representative and an opportunity to be heard. The opinion of the Board as to the existence, continuance or curing of a violation of the Governing Documents is final.

(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.

5.2.3 Designated Representatives. The representative of a Member designated as provided in Section 3.2 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.

5.2.4 Inapplicability to Declarant. Until conducting of the first meeting of Class A Members, this Section 5.2 does not apply to Declarant or to any persons designated or appointed by Declarant to the Board of Directors.

5.3 Directorship Positions; Term of Office. Directors will be appointed or elected to one of three Directorship Positions designated as Positions One through Three. The initial Board of Directors named in the Association's Certificate of Formation will serve until the first meeting of Class A Members. At the first meeting of Class A Members, One Director will be elected to Directorship Position One for a three year term, one Director will be elected to Directorship Position Two for a two year term, and one Director will be elected to Directorship Position Three for a one year term. Thereafter, Directors will be elected for three year terms. Nominees receiving the largest number of votes will be elected as provided in the next Section.

5.4 Nomination; Election; Cumulative Voting Prohibited. Before each annual meeting of Members, 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 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. At the first meeting of Class A Members, the three nominees receiving the largest number of votes shall be elected, with the

nominee receiving the largest number of votes to be elected to the three year term, the nominee receiving the next largest number of votes to be elected for a two year term, and the nominee receiving the next largest number of votes to be elected to the one year term. In the event of a tie vote at the first meeting, the elected nominees shall determine the Directorship Position each will hold. Thereafter, the nominee receiving the largest number of votes shall be elected to the Directorship Position to be filled at the meeting. Cumulative voting is not permitted.

5.5 Vacancies on Board of Directors.

5.5.1 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, and any Directors 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.

5.5.2 Removal. Any Director may be 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 any one 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 Section 5.5.1.

5.5.3 Inapplicability During Development Period. Until conducting of the first meeting of Class A Members, only Declarant may fill vacancies on or remove Directors from the Board of Directors.

5.6 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.

5.7 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.

5.8 Settlement of Claims. Without limitation of Section 5.7 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 VI

Meetings of Directors

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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 7.1 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 7.1 not less than three days before the meeting.

6.6 Open Meetings. Except as provided in Section 6.7 of these Bylaws, all meetings of the Board of Directors are open to all Members of the Association; provided, no Member who is not on the Board may participate in any deliberation or discussion: (i) unless such Member has filed a written request with any Director to be placed on the meeting agenda at least forty-eight hours prior to the meeting stating in such request the purpose or purposes of his or her

attendance, and in such case the requesting Member's participation is limited to the stated purpose(s); or (ii) except to the extent such Member is expressly authorized to participate by vote of the Board.

6.7 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 X of these Bylaws. The general nature of any business to be considered in executive session must first be announced in open session.

6.8 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 VII

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

7.1 Location, Time and Notice.

7.1.1 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.

7.1.2 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 7.2, 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 7.2, 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.

7.1.3 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.

7.2 Remote Communications Technology Meetings.

7.2.1 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.

7.2.2 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.

7.3 Action Without Meeting.

7.3.1 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.

7.3.2 Less Than Unanimous Written Consent.

(a) In accordance with the Association's Certificate of Formation and Sections 6.202 and 22.220 of the Texas Business Organizations Code, Directors, Members or committee members may take action without holding a meeting, providing notice, or taking a vote if a written consent, stating the action to be taken, is signed by the number of Directors, Members or committee members necessary to take that action at a meeting at which all of the Directors, Members, or committee members are present and voting. The consent must state the date of each Director's, Member's or committee member's signature.

(b) A written consent signed by less than all of the Directors, Members or committee members is not effective to take the action that is the subject of the consent unless, not later than the 60th day after date of the earliest dated consent delivered to the Association in the manner required by subsection (c) of this Section, a consent or consents signed by the required number of Directors, Members or committee members are delivered to the Association in the manner required by said subsection (c).

(c) Any written consent signed pursuant to this Section 7.3.2 must be promptly delivered by hand or by certified or registered mail to the Association at the Association's registered office or principal place of business, or to the offices of the Association's Managing Agent, if any. A consent delivered to the Association's principal place of business must be addressed to the president of the Association. A consent delivered to the Association's Managing

Agent must be addressed to the Association, care of the Managing Agent, at the address of the Managing Agent.

(d) The Association shall promptly notify each Owner who did not sign a consent described by subsection (a) of this Section of the action that is the subject of the consent.

(e) A consent under this Section may be executed in multiple counterparts, each of which shall be deemed an original.

7.4 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 VIII

Officers and Chairpersons

8.1 Enumeration of Offices.

8.1.1 General. The officers of this Association are a President, a 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.

8.1.2 Development Period. DECLARANT HAS EXCLUSIVE AUTHORITY TO APPOINT, RE-APPOINT, ELECT OR REMOVE ALL OFFICERS, AND TO FILL ANY VACANCY IN ANY OFFICE, DURING THE DEVELOPMENT PERIOD AND THEREAFTER UNTIL CONDUCTING OF THE FIRST MEETING OF THE MEMBERS OF THE ASSOCIATION AND ELECTION BY CLASS A MEMBERS OF A BOARD OF DIRECTORS AS PROVIDED IN SECTIONS A2.01 AND A4.01 OF EXHIBIT "A" TO THE DECLARATION.

8.2 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.

8.3 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.

8.4 Vacancies. Except as provided in Section 8.1.2, 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.

8.5 Chairpersons for Member and Board Meetings. The President of the Neighborhood 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.

8.6 Duties of Officers and Chairpersons.

8.6.1 President. The President shall preside as chairperson at all meetings of the Board of Directors and of the Members of the Neighborhood Association (except as otherwise provided in Section 8.5); 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 Neighborhood Association; and shall discharge such other duties as may be required by the Board of Directors.

8.6.2 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.

8.6.3 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.

8.6.4 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.

8.6.5 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.

8.6.6 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 any one 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 IX
Limitation of Liability; Indemnification

9.1 Definitions. In this Section 9.1:

9.1.1 "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.

9.1.2 "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).

9.1.3 "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, 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.

9.2. 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.

9.3 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 9.02. 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 9.03 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.

9.4 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.

9.5 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 IX, 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.

9.6 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.

9.7 No Impairment. Any repeal or modification of this Article IX 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 X

Books and Records

10.1 General Right of Inspection. Subject to the provisions of Sections 10.2, 10.3 and 10.4 of these Bylaws, every Member of the Association, on written demand stating the purpose of the demand, shall have the right to examine and copy, in Person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the Member. Any such examination must be conducted at the office of the Association or at such other place in Harris County, Texas as the Board of Directors may prescribe. No Member may remove any books and records from the possession of the Association for any reason.

10.2 Exclusions. Notwithstanding Section 10.1, no Member or Member representative is entitled to examine any documents regarding, and the Association has a privilege to refuse to disclose any confidential communications regarding (i) any confidential communications by and between past or current legal counsel to the Association and the Board of Directors of the Association, or any officer, agent, employee, representative or committee of either, (ii) Member communications regarding alleged violation of any Governing Documents, (iii) any confidential communications as determined by the Board of Directors in accordance with Section 10.3 or as otherwise provided in the Declaration, (iv) any communications privileged under the Texas Rules of Civil or Criminal Procedure, the Texas Rules of Civil or Criminal Evidence, and any other applicable statute or law of the State of Texas or United States of America, and (v) any communication or documents relating to executive sessions of the Board of Directors as provided in Section 6.7.

10.3 Confidential Communications. By vote of two-thirds of all Directors then in office, the Board of Directors is entitled to designate such books, records and communications

confidential as the Board deems in its sole opinion the best interests of the Association require be kept confidential, including without limitation confidentiality deemed necessary for the protection of the privacy rights of individual Members, consideration of competitive bids until a final bid is accepted, and matters where any conflict of interest exists between a Member and the Association and disclosure would detrimentally effect the interests of the Association.

10.4 Rules for Inspection. The Board of Directors shall establish reasonable rules for inspection of any books and records of the Association with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when inspections may be made; and (iii) payment of reasonable duplication, administrative and other costs of inspection, the payment of which shall be a condition precedent to the duty of the Association to incur the cost or the right of any Member to obtain copies of any books and records.

ARTICLE XI

Amendment.

11.1 Amendment By Declarant. DURING THE DEVELOPMENT PERIOD, DECLARANT HAS THE SOLE RIGHT TO AMEND, MODIFY OR REPEAL THESE BYLAWS WITHOUT JOINDER OR CONSENT OF, AND WITHOUT NOTICE OF ANY KIND TO, ANY OWNER, MORTGAGEE OR ANY OTHER PERSON AS PROVIDED IN THE DECLARATION.

11.2 Amendment By Association. The Association, by vote of the Board of Directors, may amend, modify or repeal these Bylaws in the same manner and for the limited purposes provided for in the Declaration for amendment of the Declaration by the Board of Directors.

11.3 Amendment By Owners. During the Development Period with Declarant's written consent, and at any time after the Development Period, these Bylaws may be 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.

11.4 Notice for Amendment by 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.

11.5 NO IMPAIRMENT OF DECLARANT'S RIGHTS. NO AMENDMENT BY THE ASSOCIATION OR BY OWNERS MAY REMOVE, REVOKE OR MODIFY ANY RIGHT OR PRIVILEGE OF DECLARANT WITHOUT THE WRITTEN CONSENT OF DECLARANT.

ARTICLE XII

Miscellaneous

12.1 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, either the Declaration or Section 7.1.2 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 (i) change of mailing address, facsimile number or electronic message address of a current Member, or (ii) 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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 Subdivision 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.

12.7 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.

12.8 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.

12.9 Effective Date. These Bylaws are effective from and after the date of filing of the Certificate of Formation of the Association.

CERTIFICATION BY SECRETARY

I, the undersigned, DIANA GALLAGHER, does hereby certify:

That I am the duly elected and acting Secretary of REGENT SQUARE BROWNSTONES COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, and

That the foregoing "Bylaws of Regent Square Brownstones Community Association, Inc." is a complete, true and correct statement of the bylaws of the Association as duly adopted by unanimous written consent of the Board of Directors of the Association dated December 22, 2008.

DATED: December 22, 2008



DIANA GALLAGHER, Secretary

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