

BYLAWS
of the
ORGANIZATION OF TIFFANY PARK HOMEOWNERS, INC.
a Non-Profit Corporation

WHEREAS, a certain tract of land in the City of Bryan, County of Brazos, Texas has been developed, over a period of time, for residential and institutional purposes; and

WHEREAS, to date there have been a total of eight (8) subdivision plats filed in the Official Records of Brazos County describing Phases ONE through EIGHT, and EIGHT A of the TIFFANY PARK SUBDIVISION, all of which are recited below

PHASES ONE AND TWO:	Volume 2146, Page 160;
PHASE THREE:	Volume 3208, Page 263;
PHASE FOUR:	Volume 3378, Page 255, as Amended in Volume 3396, Page 257;
PHASE FIVE:	Volume 3497, Page 175;
PHASE SIX:	Volume 3497, Page 177;
PHASE SEVEN:	Volume 3861, Page 257;
PHASE EIGHT:	Volume 4352, Page 114;
PHASE EIGHT A:	Volume 4394, Page 141; and

WHEREAS, it is anticipated that additional tracts of land adjacent to these Phases have been developed or will be developed in a similar manner and will be made a part of the overall Tiffany Park development; and

WHEREAS, each of these Phases have been platted or have been subsequently restructured in such a way as to create a separate and independent Homeowners' Association for each platted area. For purposes of these Bylaws, the Homeowners' Associations will be referred to as "HOA" for a single Homeowners' Association, and collectively as "HOAs"; and

WHEREAS, it is the desire of each of the respective HOAs to retain their separate, distinct and autonomous identities, without diminution of control and authority over their respective platted areas; and

WHEREAS, it further recognized by each of these HOAs, that there must be collaboration between the HOAs in order to (1) maintain landscaping for certain rights-of-ways and common areas, both internal and external, to the Tiffany Park development; (2) to collect membership fees; and (3) to enforce Covenants, Conditions and Restrictions (referred to hereafter as "CC&Rs") for purposes of providing unity to the Tiffany Park development and preserving property values; and

WHEREAS, in order to accomplish this, the participating **HOAs** have elected to form a federation of **HOAs**. This federation will be in the form of a non-profit corporation to be known as the ORGANIZATION OF TIFFANY PARK HOMEOWNERS, INC.

NOW THEREFORE, the **HOAs** who, now or in the future, elect to become members of the ORGANIZATION OF TIFFANY PARK HOMEOWNERS, INC., do hereby adopt and ratify these Bylaws.

ARTICLE I: OFFICES

SECTION 1. PRINCIPAL OFFICE. The principal office of the ORGANIZATION OF TIFFANY PARK HOMEOWNERS, INC., a non-profit corporation in the State of Texas (hereafter referred to as the Homeowner's Corporation or "**HOC**") shall be located in the City of Bryan, County of Brazos, at the home of the then current President of the **HOC**.

SECTION 2. REGISTERED OFFICE. The **HOC** shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but is not required to be, identical with the principal office of the **HOC**, and the address of the registered office may change from time to time at the direction of the Board of Directors of the **HOC**.

ARTICLE II. MEMBERSHIP

SECTION 1. ELECTION TO JOIN Any **HOA** of the Tiffany Park development may elect to be a part of this **HOC** with the affirmative vote of seventy-five (75%) percent of the property owners of record at the time of the vote within that respective **HOA**. Election to join the **HOC** will be evidenced in writing from an authorized representative of the **HOA** to the Secretary of the **HOC**. The Secretary of the **HOC** will then file a Notice to the Public in the Official Records of Brazos County, Texas, memorializing membership of the subject **HOA** within the **HOC**. Membership within the **HOC** will run with the land and will be binding upon all future property owners, unless membership within the **HOC** is terminated as provided herein.

SECTION 2. ELECTION TO WITHDRAW. Any **HOA** may subsequently withdraw from the **HOC** with the affirmative vote of seventy-five (75%) percent of the property owners of record at the time of the vote within that respective **HOA**. Should an **HOA** elect to withdraw from the **HOC**, it may do so without financial recourse to the **HOA** or the property owners within the **HOA**. Further, the **HOA**, or the property owners within the **HOA**, will not be entitled to a refund of membership fees, or partition of **HOC** assets. It is intended through these Bylaws that the assets and obligations of the **HOC** be those of the **HOC**, regardless of membership.

Upon obtaining the requisite number of votes, an authorized representative for the **HOA** will notify the Secretary of the **HOC** in writing of the **HOA's** election to withdraw. A Notice to Public evidencing withdrawal will be filed in the Official Records of Brazos County, Texas, by either the Secretary of the **HOC** or the authorized representative for the **HOA**. Membership within the **HOC** will be considered terminated once this Notice to Public for withdrawal has been filed in the Official Records of Brazos County, Texas, whereupon the current and future property owners of the **HOA** will have no further obligations to the **HOC**, and the **HOC** will have no enforcement authority over the **HOA** or the property owners within that **HOA**.

SECTION 3. DEFINITION OF MEMBER. Every person or entity who is a record owner of a fee or undivided fee interest in any platted lot ("Lot") which is subject to these Bylaws is a "Member" of the **HOC**; provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member. Each Phase of the Tiffany Park Subdivision may elect to become part of this **HOC**. Once that election is made, each property owner within that Phase shall be a Member. Membership shall be appurtenant to and may not be separated from any ownership of any Lot, which is subject to assessment by the **HOC**.

SECTION 4. VOTING. Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. Members entitled to vote shall be those who are record owners of the property within the Tiffany Park Subdivision thirty (30) days prior to any meeting.

ARTICLE III. AUTHORITY

SECTION 1. ENFORCEMENT AUTHORITY OF HOA CC&Rs. By electing to join the **HOC**, an **HOA** does not waive or transfer enforcement authority to the **HOC** for those covenants, conditions and restrictions ("**HOA CC&Rs**") that were originally filed against and are binding upon the Lots within that respective **HOA**. The **HOC**, other member **HOAs** within the **HOC** and Members not a part of an **HOA** shall have no enforcement authority over that **HOA's HOA CC&Rs**.

SECTION 2. ENFORCEMENT AUTHORITY OF HOC CC&Rs. The **HOC** shall create and file for record in the Official Records of Brazos County, Texas, **CC&Rs** which shall be binding upon all **HOAs** and all Members located within the **HOC**. The **HOC**, any **HOA** or any Member shall have the right and authority to enforce any provision within the **CC&Rs** against other Members. If a Member(s) initiates an action against another Member(s), the costs of such action will be the sole responsibility of the initiating Member(s). The **HOC** will not be financially responsible for enforcement of such actions, unless the **HOC** initiates such action or agrees to underwrite the cost, either in whole or in part.

SECTION 3. HOC AUTHORITY. As any Phase elects to become part of the **HOC**, the **HOC** will collect Member Fees, be responsible for the expenditure of those fees, and enforce

any violation of the **CC&Rs**. In becoming a federation of homeowners' associations, this **HOC** is subject to all of the requirements of Chapters 207 and 209 of the Texas Property Code.

ARTICLE IV. ANNUAL AND SPECIAL MEMBERS' MEETINGS

SECTION 1. ANNUAL MEETINGS OF THE MEMBERS. An annual meeting of the Members of the **HOC** shall be held on the third Tuesday in January, beginning with the year 2003, at the hour of 7:00 P.M. for the purpose of electing directors and for the transaction of other business as may come before the meeting. If the day fixed for the annual meeting shall fall on a legal holiday, such meeting shall be held on the next succeeding business day.

SECTION 2. SPECIAL MEETINGS OF THE MEMBERS. Special meetings of the Members may be called by the President, the Board of Directors, or by not less than one-tenth of all the Members having voting rights.

SECTION 3. TIME, PLACE AND NOTIFICATION OF MEMBERS' MEETINGS. The Board of Directors may designate any place as the place of meeting for any Annual Meeting or for any Special Meeting called by the Board of Directors.

SECTION 3(a). ANNUAL MEETING. Written or printed notice stating the place, day and hour of any Annual Meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) days nor more than thirty (30) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. If mailed, the notice of a meeting shall be deemed to be delivered two (2) days after being deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the **HOC**, with postage thereon prepaid.

SECTION 3(b). SPECIAL MEETING. Written or printed notice stating the place, day and hour of any Special Meeting of Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than thirty (30) days nor more than forty-five (45) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. If mailed, the notice of a meeting shall be deemed to be delivered two (2) days after being deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the **HOC**, with postage thereon prepaid.

SECTION 4. QUORUM OF MEMBERSHIP. At any Annual or Special Meeting, the presence of Members or of proxies entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, then another meeting may be called subject to the same notice requirements of these Bylaws. Subsequent meetings will not be less than sixty (60) days from the previous meeting and

must meet the same requirement that at least sixty (60%) percent of the voting membership or valid proxies be present at such meeting.

SECTION 5. VOTING BY THE MEMBERS. At all Annual and Special Meetings, all questions, except those expressly governed by statute, the Articles of Incorporation of the **HOC**, these Bylaws, or the CC&Rs, shall be decided by a simple majority of the votes of the Members present in person or by proxy of the meeting duly called with a quorum present. All voting shall be by voice, except that, upon the determination of the presiding officer of any meeting or upon the demand of any member or his proxy, voting may be by secret ballot. If voting by secret ballot, each ballot shall be signed by the Member voting or by his proxy.

SECTION 6. VOTING BY PROXY. At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after three (3) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE V. BOARD OF DIRECTORS

SECTION 1. SCOPE OF AUTHORITY. Management of the **HOC** shall be by its Board of Directors. All directors shall be Members.

SECTION 2. TERM. The number of directors shall be nine (9) persons. Each director shall be elected for a term of two (2) years, with four (4) positions standing for election each even numbered year and five (5) positions standing for election each odd numbered year. Each director shall be elected to hold office and serve his/her term or until his/her successor shall be elected. Any director may be removed from the Board for cause by a majority of the votes by those directors present at a meeting of the Board. In this event, the President shall appoint a new director who, with the consent of a majority of the directors present, shall serve for the unexpired term of that director's predecessor. No more than two (2) directors shall reside in the same Phase of the Tiffany Park Subdivision.

SECTION 3. ELECTION TO THE BOARD OF DIRECTORS. Members of the **HOC** seeking to serve as a director of the **HOC** shall submit to an appointed elections committee the following information: name; home address; home telephone number; brief resume of business experience; and reason for seeking a position.

Applications received by the elections committee shall be sent to all Members of the **HOC** thirty (30) days prior to the date of the Annual Meeting, along with an individual Ballot. Each Member is entitled to vote for as many persons as there are directors to be elected. Cumulative voting is denied. Ballots may be returned by mail or placed in the ballot box at the Annual Meeting. To be included in this vote, all ballots must be received or placed in the ballot box prior to the opening of the Annual Meeting. Write-in candidates will be allowed and fully accepted if all balloting conditions are met. Since

each Member shall have access to a Ballot, proxy votes will not be accepted. The nominees who receive the highest number of votes will be declared directors for the next two (2) years. If a tie develops for one or more positions, the declared winner(s) will be determined by lot, which will be conducted during the Annual Meeting. The election results will be announced before the closing of the Annual Meeting. If the elections committee has not received voluntary applications prior to the thirty (30) day deadline, the elections committee shall be charged with obtaining at least one Member to apply for each open position.

ARTICLE VI. MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. REGULAR MEETINGS OF THE BOARD OF DIRECTORS. An Annual Meeting of the Board of Directors shall be held without notice other than these Bylaws, immediately after and at the same place as the Annual Meeting of the Members. The Board of Directors shall provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 2. SPECIAL MEETINGS OF THE BOARD OF DIRECTORS. Special meetings of the Board of Directors may be called by or at the request of the President or any one director. The person or persons calling Special Meetings of the Board may fix any place as the place for holding any Special Meeting of the Board called by them.

SECTION 3. NOTICE OF SPECIAL MEETINGS OF THE BOARD OF DIRECTORS. Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail, telegram, facsimile or e-mail, to each director at his/her address as shown on the records of the HOC. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail so addressed with postage thereon prepaid. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless required by law or by these Bylaws.

SECTION 4. QUORUM FOR THE BOARD OF DIRECTORS. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board.

SECTION 5. VACANCIES ON THE BOARD OF DIRECTORS. Any vacancy occurring in the Board of Directors shall be filled by the Board of Directors. A director elected or appointed to fill a vacancy shall serve for the unexpired term of that director's predecessor in office.

SECTION 6. ACTION WITHOUT MEETING. Any action required by law to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors then in office.

ARTICLE VII. OFFICERS

SECTION 1. OFFICERS OF THE HOC. The officers of the **HOC** shall be: President, Vice President, Secretary, Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. All officers shall be Members.

SECTION 2. APPOINTMENT OF OFFICERS. The officers of the **HOC** shall be elected annually by the Board of Directors at the regular Annual Meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New officer positions may be created and filled at any meeting of the Board. Each officer may hold office until his successor shall have been duly qualified and elected.

SECTION 3. REMOVAL OF OFFICERS. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgement the best interests of the **HOC** would be served thereby, but such removal shall be without prejudice to the rights of the officer so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. DUTIES OF THE PRESIDENT. The President shall be the principal executive officer of the **HOC** and shall in general supervise and control all of the business and affairs of the **HOC**. The President shall preside at all meetings of the Members and of the Board of Directors. The President may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the **HOC**; and in general the President shall perform all duties incident to the Office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. DUTIES OF THE VICE PRESIDENT. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of the President and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

SECTION 7. DUTIES OF THE SECRETARY. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as

required by law; be custodian of the corporate and the **HOC** records; keep a register of the post office address of each Member which shall be furnished to the Secretary by each Member; and, in general, perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

SECTION 8. DUTIES OF THE TREASURER. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the **HOC**; receive and give receipts for monies due and payable to the **HOC** from any source whatsoever, and deposit all such monies in the name of the **HOC** in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general, perform all the duties incident to the Office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond, at the expense of the **HOC**, for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine.

SECTION 9. APPOINTMENT OF OTHER OFFICES. The Board of Directors may appoint Assistant Treasurers or Assistant Secretaries to assist the Offices of the Treasurer or the Secretary as needed. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors. If required by the Board of Directors, the Assistant Treasurers shall give bonds, at the expenses of the **HOC**, for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

SECTION 10. SERVING IN CONCURRENT POSITIONS. With the approval of the Board of Directors, an individual may hold more than one office concurrently except that the offices of President and Secretary may not be held by the same individual.

ARTICLE VIII. COMMITTEES

SECTION 1. APPOINTMENT OF COMMITTEES. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees, each of which shall consist of two (2) or more directors, and which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the **HOC**. The directors serving on any such committee may request the assistance of other Members of the **HOC** as needed. However, no such committee shall have the authority of the Board of Directors to perform any duties not specifically delegated thereto. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on the Board of Directors or director by these Bylaws or by law. All committee members shall be Members.

SECTION 2. MAINTENANCE COMMITTEE. One such committee appointed by the Board of Directors shall be the Maintenance Committee, which shall have the responsibility for the maintenance of designated rights-of-ways and entrances, both internal and external to the **HOC**; those common areas that are included in and a part of the area of the **HOC**. The Maintenance Committee shall have the authority to enter into contracts for the mowing, trimming, edging, planting and such other activities as may be required to maintain these areas of the **HOC**.

SECTION 3. ARCHITECTURAL CONTROL COMMITTEE. One such committee appointed by the Board of Directors shall be the Architectural Control Committee that will have responsibility for maintaining and enforcing the covenants and restrictions as contained in the **CC&Rs**. This Committee shall have the authority to enter into contracts with properly qualified person(s) to perform such inspections as to assure compliance with the **CC&Rs**. Any expenditure for such services must be approved by the Board of Directors.

SECTION 4. OTHER COMMITTEES. Other committees not having and exercising the authority of the Board of Directors in the management of the **HOC** may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of such committees shall be Members and appointed by the Board of Directors. Any member(s) thereof may be removed by the Board of Directors whenever in its judgement the best interests of the **HOC** shall be served by such removal.

ARTICLE IX. MAINTENANCE FEES AND ASSESSMENTS

SECTION 1. MAINTENANCE FEE. The Board of Directors of the **HOC** shall fix the annual assessment per Lot as a Maintenance Fee, but in no event shall the annual Maintenance Fee exceed a maximum of Sixty Dollars (\$60) per Lot. The maximum annual Maintenance Fee may be raised on the recommendation of the Board of Directors and the approval of three-fourths (3/4) of the Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. In any event, such annual increases shall not be in excess of ten (10%) percent of the previous year's Maintenance Fee. The Board of Directors may, after consideration of current maintenance costs, fix the actual maintenance fee assessed for any period at a lesser amount. Maintenance Fees will be due and owing from the Members in quarterly installments to paid on January 1, April 1, July 1 and October 1 of each year. Maintenance Fees may be pre-paid at any time by the Members.

SECTION 2. SPECIAL ASSESSMENTS. In addition to the annual maintenance fees authorized above, the Board of Directors may levy at any time a Special Assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a described capital improvement upon designated properties, internal and external to the **HOC**, provided that any such assessment shall have the approval of three-fourths (3/4) of the Members at a meeting duly called for this

purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 3. COMMENCEMENT OF MAINTENANCE FEES. After the formation of the **HOC** and the receipt of the corporate charter, the Board of Directors shall set the date for the commencement of the annual Maintenance Fees to be paid to the **HOC**, and shall advise all Members by written notice at least thirty (30) days in advance.

SECTION 4. DELINQUENT ASSESSMENTS AND MAINTENANCE FEES. Any assessment or Maintenance Fee which is not paid when due shall be delinquent and any such assessment which is not paid within thirty (30) days after the date of delinquency, shall bear interest from the date of delinquency until paid, at the rate of ten (10) percent per annum or at such rate of interest as may be set by the Board of Directors not exceeding the maximum interest rate permitted under applicable law.

SECTION 5. ENFORCEMENT IN THE EVENT OF DELINQUENCY. The **HOC**, may, at its option, bring an action at law against the Member personally obligated to pay the assessment, or foreclose the lien against the Lot or Lots owned by the Member as hereinafter provided. Expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Member in default and recoverable in such action. Each Member vests in the **HOC**, the right and power to bring all actions at law against such Member for the collection of such delinquent assessments and to foreclose such lien against such Lot or Lots.

SECTION 6. LIENS AGAINST PROPERTY. The lien of the assessments provided for herein shall be subordinate to the lien of any duly recorded first mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 7. PROPERTY EXEMPT. The following property shall be exempted from assessments, charges and liens created herein: all properties to the extent of any easement, right-of-way, or other interest therein dedicated and accepted by the local public authority and devoted to public use; all common properties as defined in the plat of the Subdivision; and all properties exempted from taxation by the laws of the State of Texas upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

ARTICLE X. INSURANCE

SECTION 1. LIABILITY INSURANCE. The Board of Directors may obtain a comprehensive insurance policy of public liability insurance covering all the common properties of the **HOC**, with such limits as the Board of Directors may consider acceptable, such coverage to include protection against liability for property of others and any other coverage the **HOC** deems prudent.

ARTICLE XI. INDEMNIFICATION OF OFFICERS AND PERSONNEL

SECTION 1. INDEMNIFICATION AND SETTLEMENT OF CLAIMS. Except to the extent such liability or damage or injury is covered by insurance proceeds, the Board of Directors may authorize the **HOC** to pay expenses incurred by, or to satisfy a judgement or fine rendered or levied against, a present or former director, officer, committee member or employee of the **HOC** in an action brought by a third party against such person whether or not the **HOC** is joined as a party defendant, to impose a liability or penalty on such person while a director, officer, committee member or employee, provided however, the Board of Directors determines in good faith that all of the requirements of Article 1396-2.22A, Vernon's Annotated Texas Statutes or its successor may require have been satisfied. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Article shall apply to the estate, executor, administrator, heirs, legatees or devisees of a director, officer, committee member or employee.

ARTICLE XII. CONFLICT OF PROVISIONS

SECTION 1. AMENDMENTS TO PREVAIL. Should any provisions of these Bylaws be in conflict with any provisions of the **CC&Rs**, or any amendments thereto or any supplemental Declarations of **CC&Rs**, then such provision or provisions in such Declaration and its amendments, if any, shall prevail.

ARTICLE XIII. BOOKS AND RECORDS

SECTION 1. LOCATION OF THE BOOKS AND RECORDS. The **HOC** shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of all Members entitled to vote. All books and records of the **HOC** may be inspected by a Member or his/her authorized agent or attorney for any purpose at any reasonable time.

ARTICLE XIV. FISCAL YEAR

SECTION 1. LOCATION OF THE BOOKS AND RECORDS. The fiscal year of the **HOC** shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XV. AMENDMENTS TO BYLAWS

SECTION 1. AMENDMENT. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted; provided that any such alteration, amendment or repeal shall have the approval of three-fourths (3/4) of the Members at a Special Meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Notwithstanding the foregoing, any such alteration, amendment or repeal shall not serve to eliminate or impede the right of any **HOA** to withdraw from this **HOC**, pursuant to Article II, Section 2 of these Bylaws.

By unanimous vote, these Bylaws are hereby adopted and ratified this 24th day of December, 2002.

KEITH D. MURRAY

S. CHESTER JONES

DAN K. BUCHLY