

**INSTRUMENT TO RECORD DEDICATORY INSTRUMENTS**

This Instrument is being recorded by Harper's Preserve Property Owner's Association, Inc., a Texas non-profit corporation (the "Association") pursuant to Section 202.006 of the Texas Property Code.

Section 202.006 of the Texas Property Code requires a property owners' association to record each dedicatory instrument in the real property records of the County in which the property to which the dedicatory instrument relates is located, if such instrument has not previously been recorded; and

Restrictive covenants and other matters concerning the Harper's Preserve Subdivisions are set forth in the Community Covenant for Harper's Preserve dated March 2, 2011, and recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2011019619.

The Association is currently subject to the following additional dedicatory instruments which have not been previously recorded, to-wit:

1. Certificate of Formation of Harper's Preserve Property Owner's Association, Inc.;
3. Bylaws of Harper's Preserve Property Owner's Association, Inc.

Pursuant to Section 202.006 of the Texas Property Code, the Association does hereby record such additional dedicatory instruments, copies of which are attached hereto in the order set forth hereinabove. Each dedicatory instrument attached hereto is subject to amendment pursuant to the amendatory procedures applicable thereto.

Executed on the 9<sup>th</sup> day of March, 2011.

**HARPER'S PRESERVE PROPERTY OWNER'S ASSOCIATION, INC.,**  
a Texas non-profit corporation

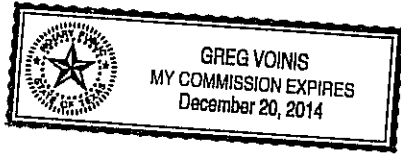
By: *Sam Yager III*  
Sam Yager III, President

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on March 9<sup>th</sup>, 2011 by Sam Yager III, the President of Harper's Preserve Property Owner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Greg Voinis*  
Notary Public, State of Texas

**WHEN RECORDED RETURN TO:**  
Mark K. Knop  
Hoover Slovacek, LLP  
P. O. Box 4547  
Houston, TX 77210-4547  
File No. 122604-02



CERTIFICATE OF FORMATION  
OF  
HARPER'S PRESERVE PROPERTY OWNERS  
ASSOCIATION, INC.

FILED  
In the Office of the  
Secretary of State of Texas  
MAR 09 2011  
Corporations Section

I, the undersigned, being of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Organizations Code, do hereby adopt the following Certificate of Formation for such corporation.

Article 1. Name. The name of the corporation is Harper's Preserve Property Owner's Association, Inc. (the "Corporation").

Article 2. Principal Office. The initial principal office of the Corporation is located at 800 Bering Drive, Suite 225, Houston, Texas 77057.

Article 3. Duration. The Corporation shall have perpetual duration.

Article 4. Applicable Statute and Type of Entity. The Corporation is organized as a non-profit corporation pursuant to the provisions of the Texas Business Organizations Code, as it may be amended (the "Act").

Article 5. Defined Terms. Capitalized terms used in this Certificate of Formation and not otherwise defined in this Certificate of Formation shall have the meanings set forth in the Community Covenant for Harper's Preserve recorded or to be recorded by 242, LLC, a Texas limited liability company ("Founder"), in the Office of the County Clerk of Montgomery County, Texas, as it may be amended ("Covenant").

Article 6. Purposes and Powers. The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members.

(a) By way of explanation and not limitation, the purposes for which the Corporation is formed are:

(i) to be and constitute the Corporation to which reference is made in the Covenant, to perform all obligations and duties of the Corporation, and to exercise all rights and powers of the Corporation, as specified therein, in the By-Laws of the Corporation ("By-Laws"), and as provided by law; and

(ii) to regulate and manage the subdivision in a manner that generates, preserves and enhances a true sense of "community" through the creation and sponsorship of programs, activities, grants and services to facilitate interaction, inclusiveness, involvement, community pride and responsibility, and the sharing of ideas, common interests, and resources in order to enhance the lifestyle within and

contribute to the betterment of the community known as Harper's Preserve and the surrounding area.

(b) In furtherance of the purposes enumerated in the Covenant and in this Certificate of Formation, and by way of explanation and not limitation, the Corporation may provide, or provide for, activities, services, and programs of a corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law ("IRC"). The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Corporation; and the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the IRC. If the Board of Trustees at any time determines that it is not feasible for, or in the best interest of, the Corporation to be organized as a 501(c)(4) organization, or if tax exempt status is not granted or is revoked, or if the imposition or collection of the Community Enhancement Fee described in Section 2.2 of the Covenant would be a violation of any law, statute or ordinance, the Board of Trustees may organize or reorganize the Corporation, as applicable, as another type of organization (civic, charitable or other) which may or may not have tax-exempt status and which would allow the Corporation to carry out its primary purposes and impose and collect such Community Enhancement Fee to fund its purposes. Except as limited herein or in the Covenant or its By-Laws, the Corporation shall have the following powers, which, unless indicated otherwise by the Covenant or By-Laws, may be exercised by its board of trustees:

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Texas in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in this Certificate of Formation, the By-Laws, or the Covenant, including, without limitation, the power:

(1) to facilitate, through organization funding, regulation, management and/or administering, such activities, services, and programs as the Corporation's board of trustees determines necessary, desirable, and appropriate to advance the Council's purposes and mission;

(2) to manage, coordinate and promote cultural, artistic, and educational programs, health and wellness programs;

(3) to provide for the operation and preservation of natural, historical and archaeological sites;

(4) to establish learning centers and computer centers;

(5) to sponsor, regulate and/or manage festivals, and holiday celebrations and activities;

(6) to establish and sponsor charter clubs and other volunteer

organizations and activities;

(7) to establish and promote recreational leagues;

(8) to provide social services, community outreach programs, and perform other charitable functions;

(9) to make grants and contributions to non-profit or tax-exempt entities;

(10) to collect contributions, donations, and fees to further the Corporation's organizational purposes;

(11) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Corporation, subject to the By-Laws;

(12) to borrow money, subject to such limitations as may be set forth in the By-Laws;

(13) to fix and to collect such fees and charges as are authorized pursuant to the Covenant or the By-Laws;

(14) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purposes of the Corporation, with or in concert with any other association, property owner's associations, municipal utility, corporation, or other entity or agency, public or private; and

(15) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Corporation; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Covenant.

No substantial part of the Corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

The Corporation shall make no distributions of income to its trustees or officers, except for reimbursement of reasonable expenses and costs as set forth in the By-Laws.

(c) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 6 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article 6. None of the objects or purposes set out above shall be construed to authorize the Corporation to do any act

in violation of the Act, and all such objects or purposes are subject to the Act.

Article 7. Membership. Each Owner of a Unit encumbered by the Covenant shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Corporation until ownership of the Unit ceases for any reason, at which time the membership in the Corporation shall also automatically cease. Membership in the Corporation shall be appurtenant to and shall automatically follow the ownership of such Unit and may not be separated from such ownership. The voting rights of the Members are addressed in the By-Laws.

Article 8. Board of Trustees. The business and affairs of the Corporation shall be conducted, managed, and controlled by a Board of Trustees (herein so called). The Board of Trustees may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The Board of Trustees shall consist of not less than three (3) trustees, as determined in accordance with the By-Laws. The initial Board of Trustees shall consist of three (3) persons. The names and addresses of the members of the initial Board of Trustees, who shall hold office until their successors are selected and have qualified, or until their resignation or removal, are as follows:

Sam Yager III, 800 Bering Drive, Suite 225, Houston, Texas 77057  
Greg Voinis, 800 Bering Drive, Suite 225, Houston, Texas 77057  
Justine Klinke, 800 Bering Drive, Suite 225, Houston, Texas 77057

The number, the method of selection, removal, and filling of vacancies on the Board of Trustees, and the term of office of members of the Board of Trustees, shall be as set forth in the By-Laws.

Article 9. Indemnification of Trustees. The Corporation shall indemnify its officers, trustees and committee members as and to the extent required by the By-Laws. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any trustee of the Corporation for or with respect to any acts or omissions of such trustee occurring prior to such amendment or repeal.

Article 10. Dissolution. The Corporation may be dissolved only upon a resolution duly adopted by the Board of Trustees. Upon dissolution, the Corporation's remaining assets, consistent with the laws of the State of Texas, shall be distributed to, or its assets shall be sold and the proceeds distributed to, one or more organizations organized and operating for one or more exempt purposes within the meaning of Section 501(c)(4) of the IRC, or to the federal government, or a state or local government, for a public purpose.

Article 11. Merger and Consolidation. The Corporation may merge or consolidate only upon a resolution duly adopted by its Board of Trustees.

Article 12. Amendments. This Certificate of Formation may be amended only

upon a resolution duly adopted by the Board of Trustees.

Article 13. Registered Agent and Office. The initial registered office of the Corporation is at 800 Bering Drive, Suite 225, Houston, Texas 77057, and the initial registered agent at such address is Sam Yager III.

Article 14. Organizer. The name and address of the organizer are as follows

242, LLC  
800 Bering Drive, Suite 225  
Houston, Texas 77057

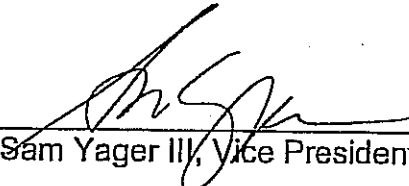
Article 15. Effective Date. This Certificate of Formation shall become effective when filed by the Secretary of State for the State of Texas.

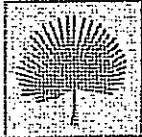
The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false and fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

*It is expressly agreed and understood that the individual executing this document is acting in his respective representative capacity only and solely as a representative of such entity and any liability resulting hereunder based upon the actions of such individual, including but not limited to, the breach of any warranty, covenant, representation and/or provision contained herein, if any, shall not be that of such individual. The sole purpose of the execution of this document is to duly acknowledge the adoption of the Certificate of Formation.*

242, LLC, a Texas limited liability company

By:

  
\_\_\_\_\_  
Sam Yager III, Vice President

HARPER'S  PRESERVE

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10/2  
10/2

BY-LAWS  
OF  
HARPER'S PRESERVE PROPERTY OWNER'S  
ASSOCIATION, INC.

# TABLE OF CONTENTS

	<u>Page</u>
Article 1 Name, Principal Office, and Definitions .....	1
1.1. Name .....	1
1.2. Principal Office.....	1
1.3. Definitions. ....	1
Article 2 Purposes of Council; Organization.....	1
Article 3 Membership and Meetings of the Council .....	2
3.1. Membership. ....	2
3.2. Voting Rights.....	2
3.3. Annual Meetings.....	2
3.4. Special Meetings.....	2
3.5. Notice of Meetings .....	3
3.6. Waiver of Notice .....	3
3.7. Quorum Voting.....	3
3.8. Action Without a Formal Meeting.....	4
3.9. Telephonic Participation in Meetings, Remote Meetings.....	4
3.10. Conduct of Meetings .....	4
Article 4 Board of Trustees.....	5
4.1. Number and Qualification of Trustees.....	5
4.2. Selection of Trustees; Term of Office.....	5
4.3. Resignation and Removal of Trustees; Vacancies.....	6
4.4. Meetings.....	6
4.5. Action Without a Formal Meeting.....	8
4.6. Compensation.....	8
4.7. Powers.....	9
4.8. Duties. ....	10
Article 5 Officers.....	11
5.1. Officers.....	11



5.2.	Election and Term of Office.....	11
5.3.	Removal and Vacancies.....	11
5.4.	Powers and Duties.....	11
5.5.	Resignation.....	11

Article 6 Standards of Conduct; Liability and Indemnification.....12

6.1.	Standards for Trustees and Officers.....	12
6.2.	Liability.....	12
6.3.	Indemnification.....	13
6.4.	Advancement of Expenses.....	14
6.5.	Board and Officer Training.....	14
6.6.	Conflicts of Interest.....	14

Article 7 Management and Accounting.....15

7.1.	Compensation of Trustees and Officers.....	15
7.2.	Managing Agent.....	15
7.3.	Accounts and Reports.....	16
7.4.	Borrowing.....	16
7.5.	Agreements, Contracts, Deeds, Leases, Checks, Etc.....	16

Article 8 Remedies for Violations and Misconduct.....17

8.1.	Authority; Sanctions.....	17
8.2.	Imposition of Sanctions.....	18

Article 9 Miscellaneous.....19

9.1.	Fiscal Year.....	19
9.2.	Parliamentary Rules.....	19
9.3.	Conflicts.....	19
9.4.	Books and Records.....	19
9.5.	Notices.....	20
9.6.	Amendment.....	21

By-Laws  
of  
Harper's Preserve Property Owner's Association, Inc.

Article 1  
Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is Harper's Preserve Property Owner's Association, Inc. (the "**Council**").

1.2. Principal Office.

The Council's principal office shall be located in either Harris County or Montgomery, Texas. The Council may have such other offices as the Board may determine or as the Council's affairs require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meaning ascribed to them in the Community Covenant for Harper's Preserve recorded or to be recorded by 242, LLC, a Texas limited liability company ("**Founder**") in the Official County Clerk Records of Montgomery County, Texas, as it may be amended (the "**Community Covenant**").

Article 2  
Purposes of Council; Organization

The Council is organized for such purposes as are set forth in its Certificate of Formation and in the Community Covenant which specifically include purposes as a property owner's association as defined in Section 209.002 of the Texas Property Code. If the Board at any time determines that it is not feasible for, or in the best interest of, the Council to be organized as a 501(c)(4) organization, or if tax exempt status is not granted or is revoked, or if the imposition or collection of the Community Enhancement Fee described in Section 2.2 of the Covenant would be a violation of any law, statute or ordinance, the Board may organize or reorganize the Council, as applicable, as another type of organization (civic, charitable or other) which may or may not have tax-exempt

status and which would allow the Council to carry out its primary purposes and impose and collect such Community Enhancement Fee to fund its purposes.

## Article 3 Membership and Meetings of the Council

### 3.1. Membership

Every Owner of a Unit within the Community shall be a Member of the Council. Membership shall be appurtenant to and shall not be separated from ownership of any Unit. When ownership of any Unit is held by more than one person or by a legal entity which is not a natural person, all such Owners shall be Members of the Association,

### 3.2 Voting Rights.

The Council shall have one class of voting membership-Class A Membership. Class A Members shall be entitled to one (1) vote for each Unit owned. However, Members shall not have direct voting rights in the Council. Instead, votes of the Members are hereby assigned to the Founder until such time as the Founder assigns, in its sole discretion, such voting rights to the Community Association; such assignment to the Community Association to be in writing and filed in the Real Property Records of Montgomery County, Texas. Such votes shall be exercised by and through the members of the Founder (until the assignment of such rights by Founder) and then the Board of Directors of the Community Association (after the assignment of such rights by the Founder) at the time of the Council Meeting (such members of the Founder or members of the Board of Directors of the Community Association, as the case may be, being herein called the "**Voting Members**").

### 3.3 Annual Meetings.

The first annual meeting of the Voting Members shall be held at a place and time to be determined by the Board of Trustees of the Council (the "**Board**"), and each subsequent regular annual meeting of the Voting Members shall be held at a place and time to be determined by the Board by giving written notice to the Voting Members. The annual meeting of the Voting Members shall, among other things, be used for the purpose of electing trustee's and conducting other official business of the Council.

### 3.4 Special Meetings.

Special meetings of the Voting Members may be called at any time by: (a) the President of the Council; or (b) by a majority of the Board; or (c) upon written petition of at least a majority of the Voting Members.

### 3.5 Notice of Meetings.

The Board or Secretary shall notify each Voting Member of any meeting by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Voting Member or to a person at the Voting Member's office or home who would reasonably be expected to communicate such notice promptly to the Voting Member; or (d) facsimile, computer, fiber optics, or such other communication device with confirmation of receipt.

All notices shall be given at the Voting Member's telephone number, fax number, electronic mail address, or sent to the Voting Member's residential or office address as shown on the Council's records. Notices sent by first class mail shall be deposited in a United States mailbox at least seven (7) business days before the date set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

Notice of each meeting of the Council shall not be required to be given or communicated to the Owners and residents of the Harper's Preserve community.

### 3.6 Waiver of Notice.

Transactions of any meeting of the Council, however called and noticed or wherever held, shall be as valid as if taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each absent Voting Member signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. ~~The waiver of notice or consent need not specify the meeting's purpose.~~ Notice of a meeting also shall be deemed given to any Voting Member who attends the meeting without protesting before or at its commencement about lack of adequate notice.

### 3.7 Quorum; Voting.

The presence at the meeting of the Council of a majority of the Voting Members shall constitute a quorum for transacting business, and votes of a majority of the Voting Members present shall constitute the Voting Members' decision, unless Texas law, these By-Laws, or the Community Covenant specifically provide otherwise. If a quorum is present initially, the Voting Members may continue to transact business, notwithstanding the withdrawal of Voting Members, if any action taken is approved by at least a majority of the required quorum for that meeting.

If any meeting of the Council cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting may adjourn the meeting to a time not less than three (3) nor more than thirty (30) days from the

scheduled date of the original meeting. At the reconvened meeting, if a quorum is present, any business that could have been transacted at the originally called meeting may be transacted without further notice.

Voting Members may not vote by proxy. Voting may be conducted at a meeting or by written consents without a meeting in accordance with Section 3.8.

### 3.8 Action Without a Formal Meeting.

Any action to be taken or which may be taken at a meeting of the Council may be taken without a meeting if a written consent setting forth the action so taken is signed by the number of Voting Members that would be required to approve the same action at a meeting of the Council at which all of the Voting Members were present. Such consent shall have the same force and effect as a vote at a meeting of the Council.

### 3.9 Telephonic Participation in Meetings; Remote Meetings.

(a) Voting Members may participate in meetings of the Council by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

(b) A meeting of the Council may be held by means of a remote electronic communications system, including videoconferencing technology or the internet, but 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.

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### 3.10 Conduct of Meetings.

The President shall preside over all meetings of the Council. The Secretary shall keep a minute book of meetings of the Council, recording all resolutions and all transactions and proceedings occurring at such meetings. Any person in attendance which creates a disturbance may be required to leave the meeting by request of any officer of the Council or majority of the Board.

Attendees other than Voting Members may not participate in any discussion or deliberation unless a Voting Member requests permission for the attendee to speak. In such case, the President may limit the time any individual may speak.

## Article 4 Board of Trustees

### 4.1. Number and Qualification of Trustees.

(a) **Number.** The Board of Trustees (the "Board") shall consist of not less than three (3) trustees (herein, an individual member of the Board is referred to as a "Board member" or "trustee") who shall be selected in accordance with this Article. Each trustee shall have one (1) equal vote.

(b) **Qualifications.** Any natural person 18 years of age or older may serve as a trustee. Except as otherwise provided in Section 4.2, trustees need not be owners or residents of Harper's Preserve and may include, but are not limited to, local officials, business people, representatives of the public and private schools serving Harper's Preserve, and others selected in accordance with Section 4.2

### 4.2. Selection of Trustees; Term of Office.

(a) **Initial Trustee Positions.** The initial trustees shall be those three (3) individuals identified in the Certificate of Formation. The terms of the three (3) initial trustees shall be set as they among themselves determine so that the term of one (1) trustee expires one (1) year from such date and the term of two (2) trustees expires two (2) years from such date. Until the expiration of the Founder Control Period, the Founder shall be entitled to appoint trustees to fill these three (3) trustee positions ("**Initial Trustee Positions**"). After the expiration of the Founder Control Period, upon expiration of the term of office of any trustee appointed by the Founder, the Voting Members shall elect successors to serve for a term of two (2) years. Trustees elected by the Voting Member shall be owners of Units subject to the Community Declaration. In addition, and after the expiration of the Founder Control Period, the Board may in its sole discretion, increase the number of trustees to five (5) as long as at least three (3) of the trustees are owners of the Units subject to the Community Declaration. Such new trustee positions shall be filled by election by the Voting Members at the next annual meeting of the Voting Members to serve initial terms of one (1) year and two (2) years (with the trustee candidate receiving the most votes being elected for the two [2] year term) and thereafter, successors shall be elected for terms of two (2) years each. If the number of trustees is increased to five (5), two (2) of the trustees do not need to be owners of Units subject to the Community Declaration.

Each trustee, except trustees appointed to fill Initial Trustee Positions, shall be limited to two (2) consecutive terms.

In addition to the above, if a Youth Board is created pursuant to the Community Covenant, it may appoint a representative to serve on the Council Board in an *ex officio*

capacity.

#### 4.3. Resignation and Removal of Trustees; Vacancies.

Any trustee may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date such notice is received or at a later time specified in the notice. Acceptance of such resignation shall not be necessary to make it effective.

Until the expiration of the Founder Control Period, the Founder shall have the sole authority to remove, with or without cause, and replace any trustee filling an Initial Trustee Position and fill vacancies in any Initial Trustee Position for the unexpired portion of the term of a trustee who has been removed or vacated such position.

After the expiration of the Founder Control Period, the Voting Members may remove, with or without cause, and replace any trustee, and fill any vacancy, for the unexpired portion of the term of a trustee who has been removed or vacated such position.

#### 4.4. Meetings.

(a) *Regular Meetings.* Regular meetings of the Board may be held at such time and place as a majority of the trustees determine from time to time.

(b) *Special Meetings.* The Board shall hold special meetings when called by written notice signed by the President, Vice President, or a majority of the trustees. The Secretary shall prepare and distribute written notice of any special meetings specifying the time and place of the meeting and the nature of any special business to be considered.

(c) *Notice of Meetings.* The Board or Secretary shall notify each trustee of any Board meeting by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the trustee or to a person at the trustee's office or home who would reasonably be expected to communicate such notice promptly to the trustee; or (d) facsimile, computer, fiber optics, or such other communication device with confirmation of receipt.

All notices shall be given at the trustee's telephone number, fax number, electronic mail address, or sent to the trustee's residential or office address as shown on the Council's records. Notices sent by first class mail shall be deposited in a United States mailbox at least seven (7) business days before the date set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

After the expiration of the Founder Control Period, , notice of each Board meeting

shall also be communicated to the Owners and residents of the Harper's Preserve community by posting in a conspicuous location or locations within Harper's Preserve, publishing in a newspaper or community newsletter, or posting on a community cable channel or Intranet or internet website generally known to the Owners and residents of Harper's Preserve or by similar means to which the Owners and residents could reasonably be expected to have access. In addition, after the expiration of the Founder Control Period, as an alternative to providing separate notice for each meeting, the Board may post or publish a schedule of upcoming, regular Board meetings.

(d) Waiver of Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as if taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each absent trustee signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any trustee who attends the meeting without protesting before or at its commencement about lack of adequate notice.

(e) Quorum of Board, Voting. At all Board meetings, a majority of the trustees shall constitute a quorum for transacting business, and votes of a majority of the trustees present shall constitute the Board's decision, unless Texas law, these By-Laws, or the Community Covenant specifically provide otherwise. If a quorum is present initially, the trustees may continue to transact business, notwithstanding the withdrawal of trustees, if any action taken is approved by at least a majority of the required quorum for that meeting.

~~If any Board meeting cannot be held because a quorum is not present, a majority of the trustees who are present at such meeting may adjourn the meeting to a time not less than three (3) nor more than thirty (30) days from the scheduled date of the original meeting. At the reconvened meeting, if a quorum is present, any business that could have been transacted at the originally called meeting may be transacted without further notice.~~

Board members may not vote by proxy. Voting may be conducted at a meeting or by written consents without a meeting in accordance with Section 4.5.

(f) Conduct of Meetings. The President shall preside over all Board meetings. The Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. Any person in attendance which creates a disturbance may be required to leave the meeting by request of any officer of the Council or majority of the Board.

Subject to subsection (g) and Section 4.5, all Board meetings shall be open to the Founder, all Owners, and all trustees, officers, and authorized representatives of the Community Association. Attendees other than trustees may not participate in any



discussion or deliberation unless a trustee requests permission for the attendee to speak. In such case, the President may limit the time any individual may speak. Attendance by Owners may be available on a first come first serve basis and space for attendance may be limited based on the size and limitations of the meeting place selected by the Board.

Notwithstanding the above, the President may adjourn any Council Board meeting and reconvene in executive session, and may exclude persons other than trustees, to discuss with the Council's attorney matters relating to pending by or threatened litigation which are protected by the attorney-client privilege, employment matters or to discuss among the Board any other matter of a sensitive nature, if Texas law permits.

(g) *Telephonic Participation in Meetings; Remote Meetings.*

(i) Members of the Board may participate in a Board meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

(ii) A meeting of the Board, or of any committee designated by the Board, may be held by means of a remote electronic communications system, including videoconferencing technology or the Internet, but 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.

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4.5. *Action Without a Formal Meeting.*

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by the number of trustees that would be required to approve the same action at a Board meeting at which all of the trustees were present and all such consents are hand delivered or mailed by certified mail, return receipt requested, to the Council in care of the President within 60 days of the earliest dated consent. Such consent shall have the same force and effect as a vote at a meeting. The Board shall promptly notify all trustees of any action so approved and the effective date of such action and provide each trustee with a copy of the signed written consent.

4.6. *Compensation.*

Trustees shall not receive any compensation for acting as such unless a majority of the Board consents in writing, excluding the trustee whose compensation is in question. A trustee may receive reimbursement for expenses incurred on the Council's

behalf upon approval of a majority of the other trustees.

Nothing in these By-Laws shall prohibit the Council from compensating a trustee, or any entity with which a trustee is affiliated, including the Founder, for services or supplies furnished to the Council in a capacity other than as a trustee pursuant to a contract or agreement with the Council. However, such trustee must make his or her interest known to the Council Board prior to entering into such contract, and a majority of trustees other than the interested trustee must approve such contract.

#### 4.7 Powers.

The Board shall have all the powers which Texas law provides for non-profit corporations and those necessary to administer the Council's affairs and to perform the Council's responsibilities and to exercise its rights as set forth in the Certificate of Formation, these By-Laws, and the Community Covenant.

For purposes of illustration but not limitation, the Board shall have the power to:

(a) regulate and manage the subdivision consistent with the mission of the Council and the provisions of the Community Covenant.

(b) create reserves, in such amounts as determined by the Board, to operate, maintain, administer and carry out the purposes and mission set forth in the Community Covenant;

(c) provide for activities, services, and programs designed to further the mission of the Council as set forth in the Community Covenant;

(d) adopt, rules, regulations, or policies managing or regulating the participation in Community and/or subdivision activities, services, and programs, and the access to, use, and enjoyment of the Telecommunity System;

(e) charge reasonable admission, use, or consumption fees for the use and enjoyment of the various services and programs provided by or through the Council;

(f) enforce the provisions of the Community Covenant and the Council's rules and regulations, and bring any proceedings concerning the Council, subject to the limitations set forth in the Community Covenant;

(g) dedicate or transfer all or part of any real property it owns, or mortgage, pledge, or hypothecate any or all of its real or personal property as security for obligations;

(h) enter into leases or use agreements with other entities or individuals;

(i) appoint such committees as it deems appropriate to perform such tasks

and to serve for such periods as the Board may designate by resolution; and

(j) reimburse the Founder for all costs and expenses associated with the creation of the Covenant and deficit subsidy funding of the operations thereof;

4.8. Duties.

The Council Board's duties shall include those imposed by law and shall also include, without limitation:

(a) overseeing the preparation of and adopting annual budgets as provided for in the Community Covenant;

(b) levying and collecting fees and other charges as authorized in the Community Covenant;

(c) paying the cost of all Board authorized services rendered to or on the Council's behalf;

(d) opening bank accounts on the Council's behalf and designating the authorized signatories;

(e) depositing all funds received on behalf of the Council in depositories which the Board shall approve, and using such funds to operate the Council; provided, any reserve fund may be deposited, in the Board's business judgment, in depositories other than banks;

(f) keeping detailed books of account and operating records;

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(g) reimburse the Founder for all costs and expenses associated with the creation of the Covenant and deficit subsidy funding of the operations thereof;

(h) obtaining and maintaining liability and other insurance as required in these By-Laws and as the Board, in the exercise of its business judgment, deems advisable; obtaining fidelity bonds on all individuals responsible for handling funds on the Council's behalf; paying the cost of such insurance and bonds; and filing and adjusting claims, as appropriate;

(i) making available to any Owner, mortgagee or prospective purchaser of a Unit, copies of the Certificate of Formation, By-Laws, Community Covenant, and Council rules. The Board may choose to make these available via an internet or intranet website and/or the Board may establish and charge fees to cover its overhead printing and mailing costs; and

(j) cooperating with the Community Association in fulfilling its responsibilities under the Community Declaration.

## Article 5 Officers

### 5.1. Officers.

The Council's officers shall be a President, Secretary, and Treasurer. The President and Secretary shall be elected from among the trustees; other officers may, but need not, be trustees. The Board may appoint such other officers, including one or more Vice-Presidents, Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

### 5.2. Election and Term of Office.

The Board shall elect the Council's officers at the first Board meeting of each calendar year.

### 5.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Council's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

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### ~~5.4. Powers and Duties.~~

The Council's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Council's chief executive officer. The Treasurer shall have primary responsibility for preparing the Council's budgets as provided for in the Community Covenant, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

### 5.5. Resignation.

Any officer may resign at any time, by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

Article 6  
Standards of Conduct; Liability and Indemnification

6.1. Standards for Trustees and Officers.

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Certificate of Formation, By-Laws and Community Covenant.

In performing their duties, trustees and officers shall be insulated from liability as provided for trustees of corporations under Texas law and as otherwise provided by the Certificate of Formation and these By-Laws. Trustees and officers shall discharge their duties as trustees or officers, and as members of any committee to which they are appointed, in a manner that the trustee or officer believes in good faith to be in the best interest of the corporation and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A trustee is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Texas law.

6.2. Liability.

(a) A trustee or officer shall not be personally liable to the Council, any Owner, or any other person for any action taken or not taken as a trustee or officer if he or she has acted in accordance with Section 6.1. Trustees shall not be liable for actions taken or omissions made in the performance of their duties except for wanton or willful acts or omissions.

(b) Pursuant to the business judgment rule, a trustee also shall not be personally liable for any action taken or not taken as trustee if the trustee:

(i) acts within the expressed or implied scope of the Certificate of Formation, By-Laws or Community Covenant and his or her actions are not *ultra vires*;

(ii) affirmatively undertakes to make decisions which the trustee reasonably believes are necessary for the Council's continued and successful operation and, when decisions are made, makes them on an informed basis;

(iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he has a conflict of interest (beyond that which a trustee may have by virtue of ownership or occupancy of a Unit); and

(iv) acts in a non-fraudulent manner and without reckless indifference

to the Council's affairs.

(c) The Council's officers, trustees, and committee members shall not be liable for any mistake of judgment or omission, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Council's behalf.

### 6.3. Indemnification.

Subject to the limitations of Texas law, the Council shall indemnify every officer, trustee, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, trustee, or committee member, except that the Council shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Council, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Texas law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

- a. appropriation, in violation of his or her duties, of any business opportunity of the Council; or
- b. intentional misconduct or knowing violation of the law; or
- c. an unlawful distribution to members, trustees or officers; or
- d. receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, trustee, or committee member may be entitled. The Council shall maintain adequate general liability and officers' and trustees' liability insurance to fund this obligation, if such insurance is reasonably available.

The Council further releases, acquits, forever discharges, indemnifies and holds harmless the Founder and its owner's, partners, managers, affiliates, officers, directors, agents, employees, successors or assigns (collectively "Founder Related Parties") of, from and against any and all damages, loss, injury, claims, responsibility, liability, or causes of action of any nature whatsoever, whether in contract, in tort or by statute,

relating to, arising out of, or, in any way connected with any matter arising out of or in connection with or related to the Council and the documents governing the Council including, but not limited to, the Community Covenant or information provided to the Council by the Founder.

6.4. *Advancement of Expenses.*

In accordance with the procedures and subject to the conditions and limitations set forth in Texas law, the Board may authorize the Council to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, trustee or committee member and the Founder and Founder Related Parties in any proceeding to which he or she may be a party by reason of being or having been an officer, trustee, or committee member of the Council or Founder and/or in connection with the creation of the Council and/or any other reason in connection with the Council.

6.5. *Board and Officer Training.*

The Board may conduct or provide for seminars and continued educational opportunities designed to educate and inform its officers and trustees of their responsibilities as officers and trustees. Such programs may include instruction on applicable Texas corporate and fiduciary law principles, other issues relating to administering community affairs, and upholding and enforcing the Certificate of Formation, By-Laws, and Community Covenant. The Board may retain industry professionals, which may include, but not be limited to, property managers, attorneys and accountants as appropriate or necessary for such purpose. Following the expiration of the Founder Control Period, each newly elected officer and trustee shall be encouraged to complete a training seminar within the first six (6) months of assuming such position. The seminar may be live, video or audiotape, or in other format.

6.6. *Conflicts of Interest.*

Unless otherwise approved by a majority of the other trustees, no officer or trustee may transact business with the Council or any Council contractor during his or her term as an officer or trustee or within two (2) years after the term expires. An officer or trustee shall promptly disclose in writing to the Board any actual or potential conflict of interest relative to his or her performance as an officer or trustee. Failure to make such disclosure shall be grounds for removal by a majority vote of the other trustee

Notwithstanding the above, trustees appointed by the Founder may be employed by or otherwise transact business with the Founder or its affiliate and may also transact business with the the Community Association, Montgomery County Municipal Utility District Number 95, and Montgomery County Utility District Number 15, notwithstanding the fact that such trustee may also serve as a director or officer for the Community Association. Further, the Founder may transact business with anyone and for any purpose and may also transact business with the Council or its contractors, provided

such business is transacted on a commercially reasonable basis.

## Article 7 Management and Accounting

### 7.1. Compensation of Trustees and Officers.

Trustees shall not receive any compensation for acting as such unless a majority of the trustees consent in writing, excluding the trustee whose compensation is in question. A trustee may receive reimbursement for expenses incurred on the Council's behalf upon approval of a majority of the other trustees. Nothing herein shall prohibit the Council from compensating a trustee or officer, or any entity with which a trustee or officer is affiliated, for services or supplies he or she furnishes to the Council in a capacity other than as a trustee or officer pursuant to a contract or agreement with the Council. However, such trustee must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested trustee, must approve such contract.

### 7.2. Managing Agent.

The Board may employ for the Council professional management agents at such compensation as the Board may establish, to perform such duties and services, as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 4.8. The Board may employ the Founder or its affiliate as managing agent or manager. Any Person to whom the Board delegates its powers relating to collection, deposit, transfer, or disbursement of Council funds shall maintain fidelity insurance coverage or a bond in an amount not less than \$50,000.00 or such higher amount as the Board may require.

The Board may delegate to one (1) of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager that might arise between Board meetings.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Council, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Council. The managing agent shall promptly disclose to the Board any financial or other interest that it may have in any firm providing goods or services to the Council. The managing agent may also be a manager for the Community Association. provided such fiduciary responsibilities remain separate.



### 7.3. Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

(i) accounting and controls should conform to generally accepted accounting principles; and

(ii) the Council's cash accounts shall not be commingled with any other accounts, and the Council's reserve accounts shall be maintained separate from its operational accounts.

(b) Commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Council at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any amounts due to the Council at the time of the report.

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(c) An annual report consisting of at least the following shall be made available for Owners' review within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared by the managing agent, a public accountant, or a certified public accountant, on an audited, reviewed, or compiled basis, as the Board determines.

### 7.4. Borrowing.

The Council shall have the power to borrow money for any purpose and to pledge its property as collateral for the debt and pay interest, fees and costs therefore.

### 7.5. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Council agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two (2) officers or by such other person or persons as the

Board may designate by resolution.

## Article 8 Remedies for Violations and Misconduct

### 8.1. Authority; Sanctions.

Subject to compliance with the procedures described in Section 8.2, the Board shall have the right to impose sanctions for violations of its rules, which may include but need not be limited to:

- (a) reasonable monetary fines (subject to any limitations under Texas law) which shall constitute a lien upon the violator's property; and
- (b) suspension of the privilege of using any services or participating in any programs that the Council provides or sponsors.

The Board shall have the right to recover any costs incurred by the Council as a result of the negligence or misconduct of any person using Council property or participating in programs or events sponsored by the Council. On its own initiative or upon filing of a written complaint by any Owner or resident of the Community, the Board may investigate the facts and circumstances and, if the Board determines it appropriate, may proceed in accordance with this Article.

In addition, the Board may elect to file suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedures described in Section 8.2. All remedies are cumulative of any remedies available at law or in equity.

If the Council prevails in any legal action, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs reasonably incurred in such action.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (a) the Council's position is not strong enough to justify taking any or further action;
- (b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Council's resources; or

(d) that it is not in the Council's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Council's right to enforce such provision at a later time under other circumstances or preclude the Council from enforcing any other covenant, restriction, or rule.

Decisions as to whether to institute litigation are no different from other decisions trustees make. There is no independent legal obligation to bring a civil action against another party. The Board shall have no duty to sue under any circumstances.

### 8.2. Imposition of Sanctions.

The Board shall comply with the following procedures prior to imposition of sanctions against any Owner:

#### (a) Notice and Response.

The Board or its delegate shall serve the alleged violator with written notice, by certified mail, return receipt requested, (a) describing the alleged violation or property damage which is the basis of the proposed sanction or amount due to the Council, as applicable; (b) describing the proposed sanction to be imposed; and (c) informing the alleged violator that he or she has thirty (30) days after receipt of the notice to present a written request for a hearing before the Board; and (d) informing the alleged violator that he or she may avoid the proposed sanction by curing the violation within a reasonable cure period stated in the notice, except that the Council shall have no obligation to provide a cure period if the alleged violator has been given notice of a similar violation within the preceding six (6) months.

The alleged violator shall respond to the notice of the alleged violation in writing within such thirty (30) day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction, or the proposed sanction shall be imposed. If the alleged violator cures the alleged violation and notifies the Board in writing within such thirty (30) day period, the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

Prior to the effectiveness of sanctions imposed pursuant to this Article, proof of proper notice shall be placed in the minutes of the Board. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, trustee, Board member, managing agent, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the

alleged violator or its representative requests and appears at the hearing.

(b) *Hearing.*

If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the Board in executive session within (30) days after receipt of the alleged violator's request. Either the Board or the alleged violator may request a postponement of up to ten (10) days and such postponement shall be granted. Additional postponements may be granted upon agreement of both the Council and the alleged violator. The Board shall notify the alleged violator at least ten (10) days prior to the hearing of the time, date, and place of the hearing. At the hearing, the alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meetings of the Board shall contain a written statement of the results of the hearing (*i.e.*, the Board's decision) and the sanction, if any, to be imposed. Written notice of the decision shall be mailed to the violator within three (3) days after the hearing.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed unless the violation is cured within the cure period stated in the notice.

*Article 9*  
*Miscellaneous*

9.1. *Fiscal Year.*

The Council's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

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9.2. *Parliamentary Rules.*

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Council proceedings when not in conflict with Texas law or these By-Laws.

9.3. *Conflicts.*

If there are conflicts among the provisions of Texas law, the Certificate of Formation, the Community Covenant, and these By-Laws, the provisions of Texas law, the Certificate of Formation, the Community Covenant, and the By-Laws (in that order) shall prevail.

9.4. *Books and Records.*

(a) *Inspection by Owners and Mortgagees.* The Board shall make available for

inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any Owner, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Certificate of Formation, By-Laws, Community Covenant, Council Rules, the books of account, and the minutes of meetings of the Board and committees (subject to withholding of personal or confidential information as determined by the Board, in its sole discretion). The Board shall provide for such inspection to take place at the Council's office or at such other place within the Board shall designate.

(b) *Rules for Inspection.* The Board may establish rules with respect to:

- (i) the frequency and manner of inspections;
- (ii) notice to be given to the custodian of the records;
- (iii) hours and days of the week when such an inspection may be made;
- (iv) payment of the cost of reproducing documents requested; and
- (v) Payment of the cost to the manager for the Council to oversee the review of the documents.

(c) *Inspection by Trustees.* Every trustee shall have the absolute right at any reasonable time to inspect all Council books, records, and documents and the physical properties owned or controlled by the Council. A trustee's right of inspection includes the right to make a copy of reasonably relevant documents at the Council's expense.

#### 9.5. Notices.

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(a) *Form of Notice and Method of Delivery.* Except as otherwise provided in the Community Covenant or these By-Laws or by Texas law, all notices, demands, bills, statements, or other communications under the Community Covenant or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission.

(b) *Delivery Address.* Notices shall be delivered or sent to the intended recipient as follows:

(i) if to an Owner, at the address, facsimile number, or e-mail address which the Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of such Owner's Unit;

(ii) if to the Council, the Board, or a committee of either, at the

address, facsimile number, or email address of the principal office of the Council or its managing agent as it appears on the Secretary of State's records, or at such other address as the Council shall designate by notice in writing to the Owners pursuant to this Section; or

(iii) if to the Founder, at the Founder's principal address as it appears on the Secretary of State's records, or at such other address as the Founder shall designate by notice in writing to the Council pursuant to this Section.

(c) Effective Date. Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

#### 9.6. Amendment.

These By-Laws may be amended by the Board upon approval of a majority of the trustees (with the written consent of the Founder as long as the Founder Control Period has not expired). Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment shall be prepared and signed by the President or Vice President and by the Secretary or Treasurer of the Council certifying that the requisite approval was obtained.

No amendment may remove, revoke, or modify any right or privilege of Founder without the written consent of Founder or the assignee of such right or privilege.

*It is expressly agreed and understood that the individual executing this document on behalf of the Council is acting in his respective representative capacity only and solely as a representative of such entity and any liability resulting hereunder based upon the actions of such individual, including but not limited to, the breach of any warranty, covenant, representation and/or provisions contained herein, if any, shall not be that of such individual. The sole purpose of the execution of this document on behalf of the Council is to duly acknowledge the Council's adoption of the foregoing By-Laws.*

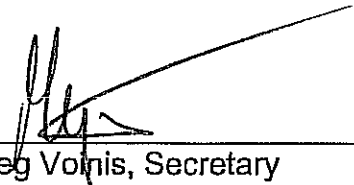
# CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Harper's Preserve Community Council, Inc., a Texas nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of the Council, as duly adopted by resolution of the Board of Trustees thereof on the 9th day of March, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 9<sup>th</sup> day of March, 2011.

  
\_\_\_\_\_  
Greg Voinis, Secretary

AFTER RECORDING, RETURN TO:

Mark K. Knop  
Hoover Slovacek LLP  
5847 San Felipe Street, Suite 2200  
Houston, Texas 77057

**FILED FOR RECORD**

04/08/2011 2:25PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number  
sequence on the date and at the time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

**04/08/2011**



County Clerk  
Montgomery County, Texas