

**AMENDED AND RESTATED
BY-LAWS

OF
GREENSBROOK HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I.

NAME, PURPOSE AND LOCATION

NAME. The name of the organization is **GREENSBROOK HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the “Association”. The organization is a non-profit entity established in accordance with the Texas Business Organizations Code. The organization has not been formed for the making of any profit, or personal financial gain. The assets and income of the organization shall not be distributable to, or benefit the directors, or officers or other individuals. The assets and income shall only be used to promote corporate purposes as described below. Nothing contained in these By-Laws shall prohibit the payment of reasonable compensation to employees and independent contractors for services provided for the benefit of the organization. This organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax. The organization shall not endorse, contribute to, work for, or otherwise support (or oppose) a candidate for public office. The organization is organized exclusively for purposes subsequent to section 501(c)(3) of the Internal Revenue Code.

PURPOSE. The By-Laws shall govern the organization and its Members and facilitate the fulfillment of the purposes provided in the Articles of Incorporation.

LOCATION. The Association does not have a physical principle office but meetings of the Members and Directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors. The Association shall establish and maintain a P.O. Box in the Association's name, which shall be in an accessible location and which shall be managed solely by the Officers of the Association. The P.O. Box number shall be provided to the Membership in the initial notice of the annual meeting of Members and shall serve as the official depository of written communication from the Membership.

REGISTERED AGENT AND RESIGERED OFFICE. The Association shall at all times maintain a Registered Agent and a Registered Office in accordance with the requirements of the Business Organizations Code of the

Sate of Texas. The Registered Agent shall be identified in the Articles of Incorporation, as amended, as the person designated to accept legal documents (service of process) and notifications from the Texas Secretary of State's office at the designated Registered Office on behalf of the Association.

POWER TO CREATE AND AMEND BY-LAWS. Under the Declaration of Covenants, Conditions and Restrictions for Greensbrook, Section One (hereinafter referred to as the "Declaration") as filed and recorded as a dedicatory instrument in the real property records of Harris County, the Association may make whatever rules or By-Laws it may choose to govern the organization; provided that the same are not in conflict with the terms and provisions of the Declaration. Pursuant to Section 204.010 of the Texas Property Code, the Association, acting through its Board of Directors, shall have the authority to create and amend the By-Laws; provided the same are not in conflict with the terms and provisions of the Declaration and are approved by a majority vote of Members present at a properly called meeting of Members entitled to cast, or of proxies entitled to cast, votes in the Membership.

COMPLIANCE WITH TEXAS PROPERTY CODE. The Association shall at all times remain in compliance with the guidelines established for property associations and the protection of property owner's rights under the Texas Property Code, as amended, and shall file as required by that article the Association's guidelines and dedicatory instruments and amendments thereto in the the real property records of Harris County.

DURATION AND DISSOLUTION OF ASSOCIATION. The period of the Association is perpetual. Dissolution of the Association must be approved in writing and signed by not less than two-thirds (2/3) of the Members or as may be amended by the Declaration.

ARTICLE II.

DEFINITIONS

SECTION 1. "ASSOCIATION" shall mean and refer to the GREENSBROOK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2. "COMMON AREA" shall mean all real property owned or managed by the Association, if any, for the common use and enjoyment of the Owners.

SECTION 3. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Greensbrook, Section One as executed, filed and recorded in in the real property records of

Harris County on April 5, 1983, for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision and which is binding upon all parties having or acquiring any right, title or interest in property therein.

SECTION 4. “DEDICATORY INSTRUMENT” shall mean each document that governs the establishment, maintenance, or operation of the Association, including a Declaration subjecting real property to restrictive covenants; By-laws, or similar instruments governing the administration or operation of the Association; adopted rules and regulations of the Association; or lawful amendments to the covenants, by-laws, instruments, rules, or regulations.

SECTION 5. “DIRECTORS” shall mean and refer to the governing body of the Association, and shall include the term “Trustees” if so used in the Declaration.

SECTION 6. “LOT” shall specifically refer to a residential building site, which may consist of a lot of land shown on the recorded subdivision plat, or may consist of parts of two or more adjoining lots facing the same street in the same block designated as one home site, providing the building site otherwise meets the requirements of the Declaration's restrictive covenants. In the event any additional lands are added to or annexed to the Properties herein above described, the term “Lot” shall not include, but shall expressly exclude, any unrestricted reserves being expressly excepted from the effect of the restrictive covenants.

SECTION 7. “MEMBER” shall mean and refer to those persons entitled to membership as provided in the By-Laws and in the Declaration.

SECTION 8. “OWNER” shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

SECTION 9. “PROPERTIES” shall mean and refer to that certain real property described as Greensbrook, Section One, a subdivision in Harris County, Texas, described according to the Plat and Map Records of Harris County, recorded in Volume 315, Page 1, and as may be described in the Declaration of Covenants, Conditions, Reservations and Restrictions of Greensbrook, Section One, filed and recorded in the Office of the County Clerk of Harris County, Texas, and such additions as may hereafter be brought within the jurisdiction of the Association.

SECTION 10. "SUBDIVISION" shall mean and refer to the Properties and any additional Properties which may hereafter be brought within the jurisdiction of the Association, specifically referred to herein as "Greensbrook, Section One".

ARTICLE III.
MEMBERSHIP

SECTION 1. MANDATORY MEMBERSHIP. Membership in the Association is mandatory for every Owner of a Lot subject to an assessment within the Association's jurisdictional boundaries. As Members, all Owners are required to pay an annual assessment and are eligible to vote as a Member of the Association. Electing not to submit a membership form, attend meetings, vote, or participate as a Member in the Association does not negate an Owner's obligation to pay the annual assessment. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. No Owner shall have more than one Membership. Ownership of such property shall be the sole qualification for Membership in the Association.

SECTION 2. HONORARY MEMBERSHIP. Any entity or person over the age of 18 not an Owner of property in Greensbrook, Section One, including residents of rental property located in Greensbrook, Section One, may acquire Honorary Membership in the Association upon full payment of Association dues in the amount of \$50.00 per year unless changed by a majority vote of the Members in attendance at a regularly scheduled meeting of the Membership. Honorary Membership entitles the entity or person to a mailed copy of each communication to Members and free participation in neighborhood social events and volunteer efforts for one year from the date of membership. Honorary Membership does not, however, include voting rights. The Membership at any time may vote to suspend an Honorary Member or at a regularly scheduled meeting of the Membership vote to suspend the inclusion of any and all Honorary Memberships in the Association.

SECTION 3. COMMUNITY PARTNERS. Nothing in these By-Laws shall prevent the Association or the Board of Directors from engaging with community partners and volunteers, receiving donations, soliciting local business and non-profit support, applying for grants and pursuing other avenues of financial assistance or relief in support of the Association's mission.

SECTION 4. ANNUAL ASSESSMENT. The amount required from each Owner of record for the annual assessment shall be \$200.00 each year per Property or Lot owned, unless changed by a majority vote of the Members in attendance at a regularly scheduled meeting of the Membership. Regular annual assessments shall be collected and used for the benefit of the Association in accordance with the Declaration.

SECTION 5. SPECIAL ASSESSMENTS. The Association reserves the right to levy and collect special assessments from time to time for capital improvements to the Common Areas in addition to the annual assessment as may be approved and voted upon by a majority vote of the Members in attendance at a regularly scheduled meeting of the Membership. A special assessment may be assessed before or after the Association incurs the capital improvement costs.

SECTION 6. DUES. The Association reserves the right to collect dues from Honorary Members. The amount required for annual dues shall be \$50.00 each year, unless changed by a majority vote of the Members in attendance at a regularly scheduled meeting of the Membership. Full payment of the annual dues will entitle the Honorary Member to some but not all Membership privileges for one year from the date of payment. The annual dues may be increased by the Board of Directors each year by an amount equal to a ten percent (10%) increase over the prior year's dues without a vote of the Members. An increase of over 10% shall be subject to a vote of the Membership.

SECTION 7. VOTING RIGHTS. All Members (excluding Honorary Members) are entitled to one vote apiece in all Association elections. All issues shall be decided by a majority vote of Members present at a meeting, in person or by proxy except when voting on an increase of over 10% in the annual assessment, which shall require a 2/3 vote of Members present at a meeting, in person or by proxy as provided in Article XII herein.

SECTION 8. MULTIPLE PROPERTIES AND MULTIPLE OWNERS. Any Member owning more than one Property and/or Lot within the geographical boundaries of Greensbrook, Section One shall be assessed annually, separately and equally, for each Property or Lot owned and shall be entitled to one vote for each Lot owned as a Member in the Association. When more than one person holds such interest in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any one Lot.

SECTION 9. RESIGNATION AND TERMINATION OF MEMBERSHIP. Membership in the Association automatically terminates whenever the Member voluntarily or involuntarily sells, transfers or assigns the title to his property or lot in Greensbrook, Section One. Such termination shall not relieve the Member of the obligation to pay any assessments or other charges accrued and unpaid at the time of the termination. Any Member who voluntarily or involuntarily sells, transfers or assigns the title to his property or lot may resign by filing a written notice with the Secretary of the Association. Upon resignation, the resigning Member will be refunded any unaccrued dues on a pro-rated basis.

SECTION 10. RELOCATION. Any Member who relocates from Greensbrook, Section One but retains ownership of property within the geographical boundaries of Greensbrook, Section One shall not be relieved of the obligation to pay dues, assessments or other charges associated with Membership in the Association for as long as he/she retains ownership.

SECTION 11. RIGHT TO CURE A VIOLATION. The Association is required to provide written notice via certified mail to a Member before it may suspend a Member's right to use a common area, file a lawsuit, or assess a fine for violation of a restrictive covenant. The Member has 30 (thirty) days from the date the Association sends the notice to request a hearing before the Board of Directors. The written notice must also inform the Member of his or her right to a reasonable period in which to cure the violation if the violation is of a curable nature and not a threat to public health or safety. In the event the violation is of a curable nature, the Association's written notice must specify the date by which the Member must cure the violation, during which period the Association is prohibited from assessing a fine provided the Member cures the violation before the expiration of the cure date specified in the written notice.

ARTICLE IV.

MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETINGS. The first annual meeting of the Members shall be held on the 15th day of March, 2019 at the hour of 7:00 o'clock P.M. Thereafter, each subsequent regular meeting of the Members shall be held at such time, place and date as the Directors elect, provided notice of the meeting is given to the Members in accordance with this Article.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (¼) or more of all votes in the Membership.

SECTION 3. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or on the Harris County tax records, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. ALTERNATIVE METHODS FOR NOTICE. The Association is authorized to allow alternative methods for providing notices to Members that is different than the notice requirements in Section 3 herein provided the Members vote to approve such alternative method and the Association provides the alternative method of notice only to Members who have affirmatively opted to allow it. The Association may not require Members to adopt an alternative method for notice.

SECTION 5. QUORUM. The majority vote of the Members present at a properly called meeting of Members entitled to cast, or of proxies entitled to cast, votes in the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 6. PROXIES. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed in advance with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Property or Lot.

SECTION 7. VOTING. Unless otherwise provided in the Declaration and in these By-Laws, all issues shall be decided by a majority vote of members present at the meetings in person or by proxy.

SECTION 8. VOTING BY MAIL OR BALLOT. Where Officers are to be elected by Members, or any changes in the By-Laws are to be voted on, or any other election is to be made whereby a count of the votes of all Members may be desired, such election may be conducted by mail or by distribution of a ballot in such manner as the Officers of the Association shall determine advisable and as provided in Section 209 of Title 11 of the Property Code.

ARTICLE V.

BOARD OF DIRECTORS, SELECTION AND TERM OF OFFICE

SECTION 1. NUMBER. The affairs of this Association shall be managed by a Board of no fewer than three (3) and no more than seven (7) Directors, as may be elected from time to time, who must be Members in good standing of the Association.

SECTION 2. RESIDENCE REQUIREMENTS. These By-Laws require that one or more, but not all, of the

Directors serving on the Board of Directors reside in Greensbrook, Section One.

SECTION 3. DISQUALIFICATION FOR FELONY CONVICTION. The Association shall disqualify a person from serving as a Director any person who has been convicted of a felony or crime involving moral turpitude if the conviction occurred within the most recent 20 years.

SECTION 4. FIDUCIARY DUTY. Texas corporate law imposes a fiduciary duty on the Association's volunteer Board of Directors, requiring them at all times to act in good faith and in the best interest of the Association.

SECTION 5. TERM OF OFFICE. Except for the initial Officers appointed at the time of the Association's reinstatement, who shall also serve as initial Directors, the remaining members of the Board of Directors shall be nominated and elected at the first annual meeting on March 15, 2019, and shall serve through March 15, 2021 or for a term of two (2) years. Thereafter, Directors shall be elected for a term of two years and may be re-elected for no more than three terms.

SECTION 6. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

SECTION 7. REMOVAL, RESIGNATION, INCAPACITY OR DEATH. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association present at a meeting of the Membership and entitled to cast, or of proxies entitled to cast, votes in the Membership. In the event of incapacity, death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 8. COMPENSATION. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

ARTICLE VI.

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. NOMINATIONS. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of Membership.

The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

SECTION 2. ELECTION. The Officers shall be elected by a majority vote of the Members present at the annual meeting of the Membership, in person or by proxy. The persons receiving the largest number of votes shall be elected.

ARTICLE VII.

MEETINGS OF DIRECTORS

SECTION 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held regularly, at such intervals, and at such place and hour as may be fixed from time to time by resolution of the Board with a minimum of four (4) meetings annually. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors after not less than three (3) days notice to each Director.

SECTION 3. QUORUM A majority of the number of Directors present and voting at a duly called meeting of the Board shall constitute a quorum for the transaction of business. In the event of a tied vote, the President has the casting vote. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. POWERS. The Board of Directors shall have the power to:

- (a) Adopt and amend By-Laws governing the Association;

- (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect regular assessments or special assessments for common expenses from Owners;
- (c) Adopt and publish rules and regulations governing the use of the Common Area, if any, and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Common Areas; including making additional improvements, granting easements, leases, licenses, and concessions; and imposing and receiving payments, fees, or charges for the use, rental or operation of the Common Area;
- (e) Suspend the voting rights and right to use of the recreational facilities, if any, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;
- (f) Collect assessments and impose interest, late charges and returned check charges for late payments thereof in the manner provided in these By-Laws and under the Association's collection rules.
- (g) Impose reasonable charges for preparing, recording, or copying documents and records of the Association;
- (h) Institute, defend, intervene in, settle, or compromise litigation or administrative proceedings on matters affecting the Association;
- (i) Make contracts and incur liabilities relating to the operation of the Association;
- (j) Exercise the architectural control as vested in the Architectural Committee under the Declaration and under Section 204.011 of the Texas Property Code and modify the written architectural guidelines as the needs of the subdivision change;
- (k) Declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent for four (4) consecutive regular meetings of the Board of Directors;
- (l) Hire and terminate managing agents to assist with day-to-day operations, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.
- (m) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws or the Declaration or granted by law or pursuant to the Texas Property Code;

SECTION 2. DUTIES. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such

statement is requested in writing by a majority of the Members who are entitled to vote;

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

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay same

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate or receipt setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area, if any, to be maintained.

SECTION 3. BOARD ACTIONS REQUIRING MEMBERSHIP VOTE. The Board of Directors are precluded from taking the following action without approval of the majority of Members present and entitled to cast a vote in person or by proxy: (1) lending or borrowing money; (2) the amendment of the Declaration or By-Laws or other dedicatory instrument; (3) the approval of an annual budget or an amendment of an annual budget that increases the assessment by more than 10%; (4) the sale or purchase of real property; (5) the filling of a vacancy on the Board of Directors (except the installation of an initial Board after the Association's reinstatement; (6) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (7) the election of an officer (except the installation of initial Officers after the Association's reinstatement).

ARTICLE IX OFFICERS

SECTION 1. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members except for the initial Officers who shall be

installed on March 15, 2019 and whose appointments shall remain in effect through March 15, 2021.

SECTION 2. TERM OF OFFICE. The officers of this Association shall be elected annually by the Board and each shall hold office for two (2) years unless he/she shall sooner resign, or shall be removed, or otherwise is deemed disqualified to serve.

SECTION 3. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine, including an Officer-at-Large to serve as a liaison between the Board and the Membership to advance the overall goals of the Association.

SECTION 4. RESIGNATION OR REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 6. MULTIPLE OFFICERS. The office of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 3 of this Article.

SECTION 7. ENUMERATION OF OFFICES. The officers of this Association shall be President, and Vice-President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 8. DUTIES. The duties of the officers are as follows:

- (a) PRESIDENT. The President shall act as the principal executive officer of the Association; preside at all meetings; represent the Association on public occasions; see that orders and resolutions of the Board are carried out; make such committee appointments from the Membership as shall be deemed advisable for the effective conduct of the work of the Association, execute all leases, mortgages, deeds and other written instruments, and co-sign all checks and promissory notes.
- (b) VICE-PRESIDENT. The Vice-President shall assist the President as the President requests; act in

the place and stead of the president in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board.

(c) SECRETARY. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together w i t h their addresses and contact information, and shall perform such other duties as required by the Board.

(d) TREASURER. The treasurer shall collect, safeguard and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its annual meetings, and deliver a copy of each to the Members. The Treasurer shall also assist the President in completing and submitting all annual and periodic public and business filings requirements of the State of Texas and the Internal Revenue Service on behalf of the Association.

SECTION 9. ADDITIONAL DUTIES AND LIMITATIONS ON POWER. The duties of the officers shall not be limited as enumerated above, but they may discharge in addition such duties as are assigned by the Membership. Unless so authorized, no officer shall have the power or authority to bind the Association by any contract or engagement, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

SECTION 10. DELEGATING TO AN AUTHORIZED MANAGEMENT COMPANY. The Board of Directors shall have the authority to discharge all or some of the managerial duties enumerated in this Article to a professional management company contracted and paid for by the Association.

ARTICLE X COMMITTEES

The Association shall create Committees as provided in the Declaration and these By-Laws and as deemed appropriate in carrying out its purpose. Members of Committees shall be appointed by the President.

ARTICLE XI
BUSINESS RECORDS AND PUBLIC FILINGS

SECTION 1. TEXAS BUSINESS ORGANIZATIONS CODE. The Association shall at all times remain an organization that is exempt from state income tax as described in the Texas Business Organizations Code and shall be required, through its Officers, to submit all requisite annual and periodic reports and files needed to maintain tax-exempt status.

SECTION 2. INTERNAL REVENUE CODE. The Association shall at all times remain an organization that is exempt from federal income tax, as described in Internal Revenue Code Section 501(c)(3) and shall be required, through its Officers, to submit all requisite reports and files needed to maintain federal tax-exempt status.

SECTION 3. INSPECTION OF RECORDS. The Members of the Association shall have the right, upon written request by certified mail, to inspect the books and records of the Association at reasonable times during normal business hours. The Declaration and the By-Laws of the Association shall be available for inspection by any Member (or a person designated in a writing signed by the Member as the Member's agent, attorney, or certified public accountant) at the principal office of the Association or a designated meeting place, where copies of such records may be purchased or made available at a reasonable cost, including the costs for postage. The Association shall respond to a written request for inspection within 10 days of receipt of a Member's written request and may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.

SECTION 4. RECORDS AVAILABLE FOR INSPECTION. The Members of the Association have a right, upon written request by certified mail, to access the following records of the Association: (1) annual budget reports; (2) interim financial statements; (3) approved vendor or contractor proposals; (4) any policy changes; (5) membership roster (but at no time may the Association allow a Member's personal Membership file to be inspected by other Members); (6) governing documents; (7) reserves summary and account balances; (8) executed contracts; (9) state and federal tax returns; (10) meeting agendas and minutes; (11) check registers; and (12) any other records, reports or statements which the Board of Directors deem appropriate for inspection.

SECTION 5. DISCLOSURES. The Members of the Association are entitled to annual and other disclosures, which include rules, fines, financials, budgets, reserves, meeting minutes, notices of dates, times and agendas of Association meetings, assessments, insurance information, architectural procedures, collection policies and other disclosures which the Board of Directors deem appropriate for disclosure.

SECTION 6. RECORDS NOT AVAILABLE FOR INSPECTION OR DISCLOSURE WITHOUT CONSENT.

Except for information disclosed and reflected in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify (1) the dedicatory instrument violation history of an individual Member; (2) a Member's financial information, including records of payment or nonpayment of amounts due the Association; (3) a Member's contact information, other than the Member's name and address; or (4) information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual Member. The books and records described in this Article shall be released or made available for inspection only if (1) the Member gives his or her written approval to release such information; or (2) a court orders the release or inspection of the books and records of the Association.

SECTION. 7 REQUIRED FILING OF DEDICATORY INSTRUMENTS. As required by Section 209 of Title 11 of the Texas Property Code, the Association shall (if not previously filed) cause to be filed in the real property records of Harris County, originals or true and correct copies of the Association's dedicatory instruments, including known amendments or supplements thereto. Dedicatory instruments shall include restrictive covenants, by-laws, or similar instruments governing the administration or operation of the Association;; properly adopted rules and regulations of the Association; or all lawful amendments to the Association's covenants, by-laws , instruments, rules or regulations.

SECTION 8. DOCUMENT RETENTION POLICY. Pursuant to Section 209 of Title 11 of the Texas Property Code, the Association shall permanently retain a copy of its Certificate of Formation, By-Laws, Declaration, and all amendments thereto. The Association shall retain financial books and records for a minimum of seven (7) years. Account records of current owners shall be retained for a minimum of five (5) years. Contracts with a term or one year or more shall be retained for a minimum of four (4) years after the expiration of the contract term. Minutes of the meetings of the Members and the Board of Directors shall be retained for a minimum of seven (7) years. Tax returns and audit records shall be retained for a minimum of seven (7) years.

SECTION 9. RECORDS PRODUCTION AND COPYING POLICY. The Association shall produce and make available to Members a written policy for the production and copying of books and records consistent with the requirements of Section 209.005 of the Texas Property Code.

SECTION 10. WEBSITE AND WEB CONTENT. The Board of Directors shall have the authority to establish and manage (directly or through an authorized management company) a publicly accessible website on behalf of the Members to disseminate information and notices as well as to receive communication, requests and

complaints from Members. Such website shall make available governing and dedicatory documents in PDF format as well as Association guidelines, policies and procedures in addition to providing a link for the payment and submission of assessments and fines due the Association.

SECTION 11. MANAGEMENT CERTIFICATES. The Association shall record in the real property records of Harris County a Property Owner's Management Certificate, signed and acknowledged by an Officer or the managing agent of the Association, stating the (1) name of the subdivision; (2) the name of the Association; (3) the recording data of the Subdivision; (4) the recording data for the Declaration; (5) the name and mailing address of the Association; (6) the name and mailing address of the person managing the Association and the Association's designated representative; and (7) other information the Association considers appropriate. The Association shall record any amendments to the certificate no later than the 30th day after the Association has had a change in the information recorded in the Management Certificate on file. Failure to file a Management Certificate or amendments thereto may negate any amount due the Association from a bona fide purchaser, lender, or title insurance company on or before the effective date of the transfer or sale (not for amounts incurred after the effective date of the sale).

ARTICLE XII ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. Each Lot in Greensbrook, Section One is subjected to an annual maintenance charge by acceptance of a deed, whether or not it shall be so expressed in such deed, and covenants to pay to the Association annual assessments and special assessments as provided herein and in the Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Property against which each such assessment is made.

SECTION 2. PURPOSE OF ASSESSMENT. As enumerated more fully in the Declaration, assessments as levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of Common Areas, if any. The judgement of the Association in the expenditure of said funds shall be final and conclusive as long as such judgement is exercised in good faith.

SECTION 3. DETERMINATION OF ANNUAL ASSESSMENT. The Board of Directors of the Association shall have the authority to fix the amount of the annual assessment at a uniform rate to be levied against each Lot.

SECTION 4. NOTICE OF ASSESSMENT. Written notice of the figure at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof.

SECTION 5. BASE ANNUAL ASSESSMENT AND ANNUAL INCREASE. The first annual assessment as determined by the Board of Directors shall be \$200.00 per Lot and shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year beginning the first day of January. The annual assessment may be increased by the Board of Directors effective the first day of January of each year by an amount equal to a ten percent (10%) increase over the prior year's annual assessment without a vote of the Members. An increase of over 10% shall be subject to a vote of the Members in accordance with the Declaration and Section 6 below.

SECTION 6. OPTION TO CANVAS DOOR-TO-DOOR. The annual assessment may be increased above 10% only by the approval of two-thirds (2/3) of the Members present and voting at a meeting duly called for this purpose. In lieu of notice and a meeting of Members as provided in these By-Laws, a door-to-door canvass may be used to secure the written approval of two-thirds (2/3) of Members for such increase in the annual assessment. The increase shall become effective on the date specified in the document evidencing such approval only after such document has been filed for record in the Office of the County Clerk of Harris County, Texas.

SECTION 7. SPECIAL ASSESSMENT. The Association, through its Board of Directors, may, from time to time, levy a special assessment for capital improvements as provided in the Declaration.

SECTION 8. ANNUAL ASSESSMENT PERIOD. The annual assessment period shall be the 1st day of January 1 through 31st day December of each calendar year, except that the first annual assessment period following the reinstatement of the Association shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Association shall fix the annual assessment period in accordance with the fiscal year of the Association as the first day of January through the 31st day of December.

SECTION 9. ASSESSMENT DUE DATE. Annual assessments are due on the 1st day of January of each

calendar year. Any annual or special assessment which is not paid when due shall be delinquent.

SECTION 10. ISSUANCE OF CERTIFICATES. The Association shall, upon demand, and for reasonable charge, furnish a certificate setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 11. LATE FEES AND CONSEQUENCES FOR NON-PAYMENT. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclosure the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his Lot.

SECTION 12. COLLECTION RULES AND INSTALLMENT PLAN POLICY. The Association shall provide reasonable guidelines and make available to Members a written policy for a payment plan consistent with the requirements of Section 209.0062 of Title 11 of the Texas Property Code whereby Members can elect in writing to pay amounts owed to the Association for delinquent regular or special assessments under an installment payment plan over a minimum of three (3) months and maximum of eighteen (18) month-period without accruing additional monetary penalties. Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

ARTICLE XIII.

AMENDMENT

SECTION 1. AMENDMENT OF BY-LAWS. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present and entitled to cast a vote in person or by proxy provided written notice of the proposed amendment and of the meeting is given to the Membership.

SECTION 2. AMENDMENT OF DECLARATION. The Declaration may only be amended by a two-thirds (2/3) vote of the Members who are subject to such Declaration in accordance with Section 209.0041 of Title 11 of the Texas Property Code, which establishes procedures for a Subdivision Association to amend a Declaration.

ARTICLE XIV.
MISCELLANEOUS

SECTION 1. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

SECTION 2. CORPORATE SEAL OR INSIGNIA. The Association may have a seal in circular form having within its circumference “Greensbrook Homeowner's Association, Inc.”, and may adopt other corporate insignia, trademark, emblem or distinguishing mark as the Board of Directors may deem appropriate.

SECTION 3. CONFLICT. In case of conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we being all of the Directors of the GREENSBROOK HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this ____ 15 ____ day of March, 2019.

CALVET SHELLEY, PRESIDENT

JACQUELINE MCCONNELL, VICE-PRESIDENT

LOLA BRYANT, SECRETARY

ALLISON BOOKER BROOKS, TREASURER