



**NOTICE OF DEDICATORY INSTRUMENTS
FOR
WOODS EDGE SECTION THREE NEIGHBORHOOD COMMITTEE, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the authorized representative of Woods Edge Section Three Neighborhood Committee, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby certifies as follows:

1. **Property:** The Property to which the Notice applies is described as follows:
The property described in the Restrictions of Covenants, Conditions and Restrictions for Woods Edge Section Three recorded in the Official Public Records of Real Property of Fort Bend County, Texas on April 7, 1981 under Volume 956, Page 855.
2. **Restrictive Covenants.** The description of the document(s) imposing restrictive covenants on the Property, and the recording information for such document(s) are as follows:
 - a. Documents:
 - i. Restrictions Woods Edge Section Three
 - ii. First Amended and Restated Restrictions Woods Edge Section Three
 - b. Recording Information:
 - i. Fort Bend County Document No. 52896
 - ii. Fort Bend County Document No. 9063994
3. **Dedicatory Instruments.** In addition to the Restrictive Covenants identified in paragraph 2, above, the following documents are Dedicatory Instruments governing the Association:
 - Articles of Incorporation of Woods Edge Section Three Neighborhood Committee, Inc.
 - ByLaws Woods Edge Section 3 Neighborhood Committee, Inc.
 - Woods Edge Section 3 Construction Guidelines on Storage Buildings Barns and Other Outbuildings
 - Open Records Policy for Woods Edge Section Three Neighborhood Committee, Inc.
 - Records Retention Policy for Woods Edge Section Three Neighborhood Committee, Inc.
 - Payment Plan Policy for Woods Edge Section Three Neighborhood Committee, Inc.
 - Standby Electric Generator Policy Woods Edge Section Three Neighborhood Committee, Inc.

This Notice is being recorded in the Official Public Records of Real Property Records of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 25th day of SEPTEMBER, 2018.

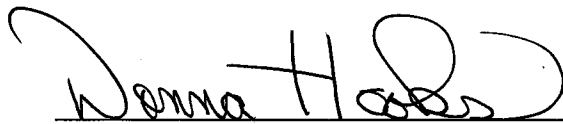
WOODS EDGE SECTION THREE NEIGHBORHOOD COMMITTEE,
INC.

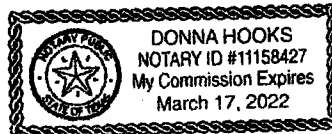
By: 
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Woods Edge Section Three Neighborhood Committee, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 25 day of September, 2018, to certify which witness my hand and official seal.


Notary Public in and for the State of Texas



Return to:
Eric B. Tonsul
ROBERTS MARKEL WEINBERG BUTLER HAILEY PC
2800 Post Oak Blvd., Suite 5777
Houston, Texas 77056

FILED
in the Office of the
Secretary of State of Texas

DEC 17 1987

Clerk I-B
Corporations Section

ARTICLES OF INCORPORATION

OF

WOODS EDGE SECTION THREE NEIGHBORHOOD COMMITTEE, INC.

We, the undersigned natural persons, of the age of eighteen (18) years or more, acting as incorporators of the corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the corporation is WOODS EDGE SECTION THREE NEIGHBORHOOD COMMITTEE, INC. (the "Corporation").

ARTICLE II.

The Corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The purpose or purposes for which the Corporation is organized are to act as agent for the property owners of Woods Edge Section Three, a development in Fort Bend County, Texas, established pursuant to those certain Restrictions filed for record in Volume 956, Page 855 et seq., of the Deed Records of Fort Bend County, Texas (the "Restrictions") and for any and all other property which is accepted by this Corporation for similar purposes, those purposes being as follows:

- a. To exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the Restrictions referred to above and any amendments thereto now or hereafter existing;

b. To affix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions; and, as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation including all licenses, taxes or governmental charges levied or imposed against the property of this Corporation and to make disbursements, expenditures and payments on behalf of the said property owners as required by the Restrictions and the Bylaws of the Corporation; and to hold as agent for said property owners reserves for periodic repairs and capital improvements to be made as directed by the property owners acting through the Board of Directors of the Corporation;

c. To acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of this Corporation subject to the limitations set forth in the Restrictions;

d. To borrow money, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limitations set forth in the Restrictions;

e. To provide general sanitation and cleanliness of common areas;

f. To provide upkeep and maintenance of common areas and of building exteriors as provided in the Restrictions;

g. To have and to exercise any and all powers, rights and privileges a corporation organized under the Non-Profit Corporation Law of the State of Texas, may now or hereafter exercise subject to the Restrictions.

ARTICLE V.

The street address of the initial registered office of the Corporation is 5210 Cherry Ridge Road, Richmond, Texas 77469, and the name of its initial registered agent at such address is Clifford J. Vacek.

ARTICLE VI.

The number of Directors constituting the initial Board of Directors of the Corporation is three (3), and the names and addresses of the persons constituting the Initial Board of Directors are:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Clifford J. Vacek	5210 Cherry Ridge Road Richmond, Texas 77469
2.	Nancy Hockaday	5310 Cherry Ridge Road Richmond, Texas 77469
3.	Anthony Krancer	4815 Woods Edge Drive Richmond, Texas 77469

ARTICLE VII.

The name and street address of each incorporator is:

	<u>NAME</u>	<u>ADDRESS</u>
	Clifford J. Vacek	5210 Cherry Ridge Road Richmond, Texas 77469
	Nancy Hockaday	5310 Cherry Ridge Road Richmond, Texas 77469
	Anthony Krancer	4815 Woods Edge Drive Richmond, Texas 77469

ARTICLE VIII.

The Corporation shall have members; the designation of one or more class of members, eligibility for such membership, the manner of election or appointment of such members, and the qualifications and rights of the members of each class shall be set forth in the Bylaws of the Corporation.

ARTICLE IX.

Upon dissolution or termination of the Corporation, its assets shall be distributed to such organization or organizations, organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt charitable organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) as the Board of Directors of the Corporation shall determine. Any of

such assets not so disposed of shall be disposed of by a Court of competent jurisdiction of the County in which the principal office of this Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for the purposes described above.

ARTICLE X.

As used herein, references to the "Internal Revenue Code of 1954" and the "Code" include corresponding provisions of any subsequent federal tax laws.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of November, 1987.

Clifford J. Vacek
CLIFFORD J. VACEK

Nancy Hochaday
NANCY HOCHADAY

Anthony Krancer
ANTHONY KRANCER

DAH030/032

VERIFICATION

THE STATE OF TEXAS §

COUNTY OF ~~FORT BEND~~ ^{HARRIS} §

I, LINDA GRAY, a notary public, do hereby certify that on this 20 day of November, 1987, personally appeared before me, CLIFFORD J. VACEK, who being by me first duly sworn, declared that he is the person who signed the foregoing document as an incorporator and that the statements herein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Linda K Gray
Notary Public, State of Texas
My Commission Expires: 6-3-91
LINDA K GRAY
(Printed Name of Notary Public)



VERIFICATION

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

I, Barbara J. Eben, a notary public, do hereby certify that on this 2nd day of December, 1987, personally appeared before me, NANCY HOCKADAY, who being by me first duly sworn, declared that she is the person who signed the foregoing document as an incorporator and that the statements herein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



BARBARA J. EBEN
Notary Public in and for the State of Texas
My Commission Expires 08/25/90

Barbara J. Eben
Notary Public, State of Texas
My Commission Expires: _____

(Printed Name of Notary Public)

VERIFICATION

THE STATE OF TEXAS §

COUNTY OF Harris §
~~FORT BEND~~

I, Kathy Wallace, a notary public, do hereby certify that on this 11th day of December, 1987, personally appeared before me, ANTHONY KRANCER, who being by me first duly sworn, declared that he is the person who signed the foregoing document as an incorporator and that the statements herein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Kathy Wallace

Notary Public, State of Texas
My Commission Expires: 2-13-89
Kathy Wallace
(Printed Name of Notary Public)

December 10, 1987

Woods Edge Section One Neighborhood Committee, Inc., a Texas Non-Profit Corporation, does hereby consent to the incorporation and use of the name of Woods Edge Section Three Neighborhood Committee, Inc.

SIGNED this 15 day of December, 1987.

Ken D. Park

KEN D. PARK, President

ATTEST:

J. C. Battistone
Secretary

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on December 15, 1987, by KEN D. PARK as President of WOODS EDGE SECTION ONE NEIGHBORHOOD COMMITTEE, INC., a Texas Non-Profit Corporation, on behalf of said corporation.



BARBARA J. EBEN
Notary Public in and for the State of Texas
My Commission Expires 09/25/90

Barbara J. Eben
Notary Public - State of Texas
My Commission Expires: _____

(Printed name of Notary Public)

BY-LAWS
WOODS EDGE SECTION 3
NEIGHBORHOOD COMMITTEE, Inc.
A Texas Non-Profit Corporation

ARTICLE I

Section 1.1. Name and Principal Place of Business. The name of the Corporation is Woods Edge Section Three Neighborhood Committee, Inc., hereinafter referred to as "the Association." The principal business office of the Association shall be located in Texas. The name of the registered agent shall be the person named in the Articles of Incorporation or Statement of Change of Registered Agent as may be filed with the Secretary of State from time to time.

ARTICLE II

When used herein, the following terms shall be given the meaning hereinafter stated:

Section 2.1. "Association" shall mean and refer to Woods Edge Section Three Neighborhood Committee, Inc., a Texas non-profit Association, its successors and assigns.

Section 2.2. "Owner" shall mean and refer to the record owner, whether one or more persons and entities of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.3. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.4. "Common Area" shall mean all real property and improvements now or hereinafter owned, in whole or in part, by the Association for the common use and enjoyment of the owners.

Section 2.5. "Lot" shall mean and refer to any plot of land shown on the subdivision maps of Woods Edge Section Three.

Section 2.6. "Board of Directors" shall mean and refer to the Board of Directors of Woods Edge Section Three Neighborhood Committee, Inc.

Section 2.7. "Member" shall mean any person who is a member of Woods Edge Section Three Neighborhood Committee, Inc. as defined in Article IV of these Bylaws.

Section 2.8. "Declaration" shall mean and refer to the Instrument or Instruments imposing covenants, conditions, and restrictions upon all properties which are within the jurisdiction of the Association.

ARTICLE III PURPOSE

Section 3.1. The Association shall be a non-profit organization for the purpose of promoting the best public interest for the community as a whole and shall be empowered to, but not limited to, performing any and all lawful things and acts which this Association at any time shall in its discretion deem to be to the best interest of said property and the owners of the lots therein.

Section 3.2. The Association shall remain politically non-partisan.

Section 3.3. All present or future owners, tenants, or any other person that might use the facilities of Woods Edge Section Three in any manner, are subject to the regulations set forth in the Bylaws. The mere acquisition or rental of any of the lots in Woods Edge Section Three or any dwelling situated on any lot or lots in Woods Edge Section Three or the mere act of occupancy of any lot or lots in Woods Edge Section Three will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE IV

Section 4.1. The Association shall have one (1) class of members.

Section 4.2. Every owner of a lot which is subject to assessment as set forth in the Declaration, shall be a member of the Association and shall be subject to these Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Such membership shall terminate without any formal Association action whenever such lot owner ceases to own a lot in Woods Edge Section Three; but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with Woods Edge Section Three during the period of such ownership and membership in this Association or impair any rights or remedies which the Board of Directors of the Association or others may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 4.3. Each member shall be entitled to a number of votes determined in accordance with Paragraph 23 of the Restrictions-Woods Edge Section Three as recorded under County Clerk's File Number 52896 at Volume 956, Page 855 of the Deed Records of Fort Bend County, Texas. When more than one person owns an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall the number of votes exceed the total number of votes as determined in accordance with the Restrictions set forth above.

Section 4.4. All members of the Association shall have the right and privilege to use and enjoy all properties, facilities, and services of the Association and, except as hereinafter provided, to serve on the Board of Directors and participate in all meetings, activities, and functions.

ARTICLE V

Section 5.1. Annual Meeting. An annual meeting of Members for the election of Directors and for the transaction of such other business as may properly come before the meeting shall be held at the principal office of the Association in the City or Richmond, County of Fort Bend, Texas, or at such other place as may be designated by the Board of Directors or

officer calling the meeting. An annual meeting is to be held on the third Saturday of May each calendar year unless otherwise notified by the Board of Directors. In the event the annual meeting is omitted by oversight or otherwise, and not held as provided herein, an annual meeting may be called in the manner provided for special meetings herein at a subsequent date and the business transacted at such meeting shall be valid as if transacted at the annual meeting held during the month of May. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

Section 5.2. Special Meetings. Except as otherwise provided by law or by the Articles of Incorporation, special meetings of the Members of this Association may be called by the President, any member of the Board of Directors, or upon written request of the members who are entitled to vote not less than nine (9%) percent of all of the votes of the membership at such meeting, and shall be held at the principal office of the Association in the City of Richmond, County of Fort Bend, Texas, at such time as is stated in the notice calling such meeting, or at such other place and day or time as the Board of Directors may determine and state in such notice. Any such written request for a special meeting must state the purpose of the requested meeting. Such meetings shall be held within thirty (30) days from the date such written request is received by the Board. Subject to the foregoing provisions, the exact date, time and place of special meetings shall be determined by the Board. No business shall be transacted at a special meeting except as stated in the notice of the special meeting.

Section 5.3. Notice of Meetings- Waiver. Written or printed notice, stating the place, day and hour of any meeting and, in case of a special meeting of Members, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than thirty(30) days before the date of the meeting, either personally, or by mail, by or at the direction of the President, the Vice President, Secretary, or officer or person calling the meeting. Such further or earlier notice shall be given as may be required by law. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the Membership Records of the Association, with postage thereon prepaid. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at each lot owner's lot in their absence, all within the time frame as hereinabove stated for notice by mail. Waiver by a member of notice of a meeting by attendance at the meeting, unless such attendance is to object to the notice herein required, or in writing signed by him, whether before or after the time stated therein, shall be equivalent to the giving of such notice. No notice shall be necessary for any adjourned meeting.

Section 5.4. Voting List. The officer or agent having charge of the membership books of the Association shall make, at least ten (10) days before each meeting of members, a complete list of the members entitled to vote at such meeting or any adjournment thereof, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Association and shall be subject to inspection by any member by appointment at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. Failure to comply with this Section shall not affect the validity of any action taken at such meeting.

Section 5.5. Quorum. Except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws, the members represented at the meeting in person or by proxy, entitled to cast one-tenth (1/10) of the votes of the total membership, shall constitute a quorum for any action at a meeting of Members, but the members present at any meeting, although less than a quorum, may from time to time adjourn the meeting, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The vote of a majority of the Members represented at a meeting at which a quorum is present shall be the act

of the Members' meeting, unless the vote of a greater number is required by law, the Declaration or these Bylaws. The Members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum and the vote of the majority of members represented at such meeting shall be the act of the Members' meeting, unless the vote of a greater number of the Members is required by law, the Articles of Incorporation or the Bylaws. The President shall preside at, and the secretary shall keep the records of each meeting of members, and in the absence of either such officer, his duties shall be performed by some person appointed by the meeting.

Section 5.6. Proxies. A member may vote either in person or by proxy executed in writing by the Member, or by his duly authorized attorney in fact. Proxies shall be dated but need not be sealed, witnessed or acknowledged. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable, unless provided expressly therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date thereof. Proxies shall be filed with the Secretary of the Association before or at the time of the meeting and shall automatically cease upon conveyance by the member of his lot.

Section 5.7. Balloting. Upon the demand of any Member, the vote upon any question before the meeting shall be by ballot. At each meeting inspectors of election may be appointed by the presiding officer of the meeting, and at any meeting for the election of Directors. No Director or candidate for the office of Director shall be appointed as such inspector.

Section 5.8. Voting by Mail. Where Directors are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

Section 5.9. Cumulative Voting. Cumulative voting shall not be allowed.

Section 5.10. Records of Members. The Association shall keep at its principal business office a record of its Members, giving the names and addresses of all Members.

Section 5.11. Interested Members. No contract or other transaction between the Association and any of its Members (or any Association, partnership, association, joint venture or other organization in which any of them are directly or indirectly interested) shall be invalid solely because of this relationship or because of the presence of such Member at the meeting authorizing such contract or transaction, or his participation in such meeting or authorization, if,

- a) the material facts of the relationship or interest of each such member are known or or disclosed to the Board of Directors and it nevertheless authorizes or ratifies the contract or transaction; or to the Members and they nevertheless authorize or ratify the contract or transaction by an affirmative vote of a majority of the shares present; each such interested Member to be counted neither for quorum nor voting purposes; and
- b) the contract or transaction is fair to the Association as of the time it is authorized or ratified by the Board of Directors or the Members.

This provision shall not be construed to invalidate a contract or transaction which would be valid in the absence of this provision.

ARTICLE VI DIRECTORS

Section 6.1. Management. The business and affairs of the Association shall be managed by its Board of Directors who may exercise all such powers of the Association and do

all such lawful acts and things as are not (by statute or by the Articles of Incorporation or by these Bylaws) directed or required to be exercised or done by the Members.

Section 6.2. Number. The number of Directors which shall constitute the whole Board shall be three (3), each of whom must be a lot owner in Woods Edge Section Three. At the annual meeting of 1987, the Members elected one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. At each annual meeting thereafter, the Members shall elect that number of Directors equal to the number of Directors whose terms expire at such time, such Directors to serve for a term of three (3) years each. Each Director elected shall serve until his successor shall have been elected and qualified. The persons receiving the largest number of votes shall be elected. The number of Directors may be increased or decreased from time to time by a unanimous vote of the Board but no decrease shall have the effect of shortening the term of any incumbent Director. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an Annual Meeting or at a Special Meeting of Members called for that purpose.

When acting as a member of the Board of Directors, each person shall place the interests of the Association and its members before his individual interest or the interests of any other group or association of persons. In the event any member of the Board Of Directors has any individual interest which may be in conflict with the interests of the Association, he shall immediately make such fact known to the Board of Directors, and he shall be disqualified from participating in discussion or action of the Board with respect to such matters. In the event any member of the Board becomes in such a position that his individual interests are and shall continue to conflict with the interests of the Association over an extended period of time and in such a manner as to directly or indirectly affect a substantial amount of the business of the Board, such member shall be disqualified from acting on the Board and may be removed from the Board as provided in Article VI hereof.

Section 6.3. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two (2) 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. The Nominating Committee shall submit to the Members of the Association at least two (2) weeks prior to the annual meeting of the Association, in writing, an eligible nominee for each position on the Board of Directors. Nominations may also be made from among members of the Association.

Section 6.4. Election. Election to the Board of Directors shall be by secret written ballot unless a motion to elect such Director(s) by acclamation is duly made and seconded. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes for each position shall be elected to such position. The newly elected Directors shall take office immediately.

Section 6.5. Vacancy. Any vacancy occurring in the Board of Directors for whatsoever reason may be filled by an affirmative vote of a majority of the remaining Directors, even though such majority may constitute less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and thereafter until his successor is duly elected and qualified. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special

meeting of the majority of the remaining Directors called for that purpose. If no members have the right to vote thereon, the directorship shall be filled by the President of the Board.

Section 6.6. Removal. Any Director may be removed either for or without cause at any duly constituted meeting of Members by the affirmative vote of a majority of Members present in person or by proxy at such meeting at which Members representing fifty-one percent (51%) of the total membership entitled to vote are present in person or by proxy. The Board of Directors of the Association shall be obliged to arrange for elections for the removal of members of the Board of Directors of the Association when so requested in writing by twenty-five (25) or more lot owners in Woods Edge Section Three. The Board of Directors of the Association may also call such an election within its own discretion. Such election for the removal of members of the Board of Directors of the Association shall be governed by the following: The Board of Directors shall serve written notice of such election to each of the then lot owners in Woods Edge Section Three by addressing such notice by U.S. mail, postage prepaid, to the last known address of such owners or least two (2) weeks prior to such election, thereby apprising said owners of the time and place of such election. Votes of owners shall be evidenced by written ballots furnished by the Board of Directors of the Association and the Board of Directors shall preserve said ballots for a period of not less than one (1) year from date of said election. Any owner may appoint a proxy to cast said owner's ballot in such election, provided that such proxy is attached to the ballot as a part thereof. The result of such election shall be determined by a majority vote of those owners then voting. Any Directors whose removal has been proposed shall be given an opportunity to be heard at such meeting prior to the vote on such removal.

Section 6.7. Meeting Place. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Texas at whatsoever place is specified by the Director or Officer calling the meeting.

Section 6.8. Regular Meetings. Regular meetings of the Board of Directors may be held upon notice, or without notice, and at such time and at such place as shall from time to time be determined by the Board.

Section 6.9. Special Meetings. Special Meetings of the Board of Directors may be called by any two (2) members of the Board of Directors, or the President, and shall be called by the President or Vice President on the written request of a majority of the Directors. Notice of each Special Meeting of the Board of Directors shall be given to each Director at least three (3) business days before the date of the meeting by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

Section 6.10. Notice. Any Director may waive notice of any meeting. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Any Director may also waive notice by a writing signed by him, whether before or after the time stated therein and such notice shall be the equivalent to the giving of such notice. Except as may be otherwise provided by law or by the Articles of Incorporation or by the Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6.11. Telephone and Similar Meetings. Directors may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all Directors participating in the meeting can hear each other.

Section 6.12. Quorum. At all meetings of the Board of Directors a majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, unless otherwise specifically provided by law, the Articles of Incorporation or the Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. 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 be regarded as the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 6.13. Procedure at Meetings. The Board of Directors, at each regular meeting held following the Annual meeting Members, shall appoint one of their number to act as Chairman of the Board of Directors, who may also be an officer of the Association, and who shall preside at meetings of the Board. In his absence at any meeting, a member of the Board to be selected by the members present shall preside. The Vice President of the Association shall act as Secretary at all meetings of the Board, or in his absence, the presiding officer of the meeting shall designate any person in attendance to act as Secretary. At meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine.

Section 6.14. Board Committees. The Board of Directors, by resolution passes by a majority of the whole Board, may from time to time designate members of the Board to constitute committees. A majority of the whole Board of Directors shall have power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 6.15. Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all the members of the Board of Directors.

Section 6.16. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential subdivision. The Board of the Directors may do all such acts and things as are not by these Bylaws or by the Declaration for Woods Edge Section Three directed to be exercised and done by the Members.

Section 6.17. Other Powers and Duties. The Board of Directors shall be empowered and shall have additional duties and powers as follows:

- a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, Obligations and all other provisions set forth in the Declaration of Covenants, Conditions and Restrictions, in these Bylaws and in such rules and regulations as the Board of Directors may from time to time establish.
- b) To establish, make adopt and enforce compliance with such reasonable rules and Regulations as may be necessary for the operation, use and occupancy of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, as well as the right to amend such rules, regulations and penalties from time to time. A copy of such rules and regulations shall be posted, delivered, or mailed to each Member promptly upon the adoption thereof.
- c) To keep in good order, condition and repair all of the Common Areas and all items of

of personal property used in the enjoyment of the Common Areas.

- d) To fix, determine, levy and collect the annual assessments to be paid by each of the Owners toward the gross expenses of the Association and by majority vote of the Board to adjust, decrease or increase the amount of the annual assessments subject to the provisions of the Declaration. To levy and collect special assessments whenever in the opinion of the Board it is necessary to so do in order to meet increased operating or maintenance expenses, or costs, or additional capital expenses or because of emergencies, subject to the provisions of the Declaration.
- e) As more fully set forth 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 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 the due date and /or to bring an action at law against the owner personally obligated to pay the same, if in the judgment of the Association it is necessary.
- f) To issue, or to cause an appropriate officer to issue, upon demand by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- g) To enforce or release any lien imposed on any part of this subdivision by reason of a violating any of these covenants or restrictions, or by reason of failure to pay maintenance charges herein provided for.
- h) Suspend the voting rights and rights to use the recreational facilities 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 sixty (60) consecutive days for infraction of published rules and regulations.
- i) To collect delinquent assessments by suit or otherwise and to enjoin and/or seek damages from an owner as is provided in the Declaration and these Bylaws.
- j) To collect and expend, in the interest of the subdivision as a whole, the maintenance fund created pursuant to the Declaration and these Bylaws.
- k) To protect and defend the properties from loss and damage by suit or otherwise.
- l) To borrow funds in order to pay for any expenditure or outlay required; to execute all such instruments evidencing such indebtedness. No funds may be without the majority vote of the Members in accordance herewith.
- m) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without a valid reason from three (3) consecutive meetings of the Board of Directors.

- n) To 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 at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.
- o) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- p) To supervise all officers, agents, and employees of the Association.
- q) To procure and maintain adequate liability and hazard insurance on the property Owned by the Association.
- r) To cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate.
- s) To cause the Common Area to be maintained.
- t) To enter into contracts within the scope of their duties and power.
- u) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- v) The Board of Directors shall not incur on behalf of the Association any expense for a project whose total cost to the Association exceeds the lesser of Five Thousand and 00/100 Dollars (\$5000.00) or one-half (1/2) of cash reserves without the majority vote of the Members as provided for herein.

In general, to exercise for 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 Bylaws or the Articles of Incorporation, or the Declaration, and to do all of those things necessary and reasonable in order to carry on the administration of this Association. Failure by the Association or the owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.18 Compensation. No Director shall receive compensation for any service he may render to the Association, as a Director. However, any Director may, at the Board's discretion, be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VII OFFICERS

Section 7.1. Number. The officers of the Association shall consist of the President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may elect or appoint such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two (2) or more offices may be held by the same person. In its discretion, the Board of Directors may leave unfilled any office except those of President, Vice President, Secretary or Treasurer.

Section 7.2. Election; Term; Qualifications. The offices of President, Vice President, Secretary, and Treasurer shall be elected by the Board of Directors annually at the meeting of the Board of Directors following the Annual Meeting of Members, or as soon thereafter as conveniently may be, or whenever a vacancy exists. Assistant officers and agents

may be elected by the Board at any meeting. Each officer shall hold office until his successor has been duly chosen and qualified, or until his death, resignation or removal.

Section 7.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of the Association will be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contract rights.

Section 7.4. 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 receipt of such notice or at any later time specified therein; unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.5. Vacancies. Any vacancy in any office for any cause may be filled by the Board of Directors for the unexpired portion of the term.

Section 7.6. Duties. The officers of the Association shall have such powers and duties, except as modified by the Board of Directors, as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by the Board of Directors and by these Bylaws.

Section 7.7. President. The President shall be the chief executive officer of the Association, and shall have general direction of the affairs of the Association and general supervision over its several officers, subject however, to the control of the Board of Directors. He shall at each Annual Meeting, and from time to time, report to the Members and to the Board of Directors all matters within his knowledge, which, in his opinion, the interest of the Association may require to be brought to their notice; shall preside at all meetings of the Members and of the Board of Directors; shall sign and execute in the name of the Association with the Secretary or any other proper officer of the Association authorized by the Board of Directors, all contracts or other instruments authorized by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated or permitted by the Board or by these Bylaws to some other officer or agent of the Association; and in general, shall perform all duties incident to the office of the President, and such other duties as from time to time may be assigned to him by the Board of Directors or as assigned by these bylaws.

Section 7.8. Vice-President. At the request of the President, or, in his absence of disability, the Vice President in the order of their election, shall perform the duties of the President, and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. Any action taken by the Vice-President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7.9. Secretary. The Secretary shall: (a) keep the minutes of all meetings of the Members, of the Board of Directors and of all committees of the Board of Directors, in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; (d) have general charge of membership record books, and such other books and papers as the Board of Directors may direct, of the Association, all of which shall, at all reasonable times, be open to the examination of any Member, upon application at the office of the Association during business hours; and (e) in general, perform all duties and exercise

all powers incident to the office of the Secretary and such other duties and powers as the Board of Directors or the President from time to time may assign to or confer on him.

Section 7.10. Treasurer. The Treasurer shall keep complete and accurate records of account, showing accurately at all times the financial condition of the Association. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Association, depositing all monies and other valuable effects in the name of to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall cause an annual statement of the Association's books to be made at the completion of each Fiscal year, and advise the President in financial matters. He shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Association, and shall perform such other duties as the Bylaws may require or the Board of Directors may prescribe.

Section 7.11. Assistant Officers. Any Assistant Officer appointed by the Board of Directors shall have power to perform, and shall perform, all duties as the Bylaws may require or the Board of Directors may prescribe.

Section 7.12. Salaries. No officer shall receive salary or other compensation for any service he may render to the Association as an officer. However, any officer may, at the Board's discretion, be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7.13. Bonds of officers. The Board of Directors may secure the fidelity of any or all of such officers by bond or otherwise, in such terms and with such surety or sureties, conditions, penalties or securities as shall be required by the Board of Directors, to include restoration to the Association, in case of death of such officer, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

Section 7.14. Delegation. The Board of Directors may delegate temporarily the powers and duties of any officer of the Association, in case of his absence or for any other reason, to any other officer, and may authorize the delegation by any officer of the Association of any of his powers and duties to any agent or employee subject to the general supervision of such officer.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Assessments. As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law or in equity against the property and/or the owner, 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 nonuse of the Common Area or abandonment of his lot.

Section 8.2. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors or by these

Bylaws, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any pecuniary purpose or to any amount.

Section 8.3. Association Books. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any of the Association members, provided that written notice of the documents is given to the Association at least forty-eight (48) hours in advance, which notice shall set forth the purpose of the inspection. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 8.4. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association as shall be signed by any two (2) officers or such other persons as shall from time to time be authorized pursuant to these Bylaws or by resolution of the Board of Directors.

Section 8.5. Depositories. All funds of the Association shall be deposited from time to time to the credit of the Association in one or more such banks, trust companies, or other depositories as the Board of Directors may from time to time designate, upon such terms and conditions as shall be fixed by the Board of Directors. The Board of Directors may from time to time authorize the opening and keeping with any such depository as it may designate of general and special bank accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

Section 8.6. Corporate Seal. The corporate seal shall be in such form as the Board of Directors shall approve, and such seal, or a facsimile thereof, may be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature required to be executed by officers of the Association.

Section 8.7. Fiscal Year; Accounting Election. The fiscal year and the method of accounting for the Association shall be as the Board of Directors shall determine.

Section 8.8. Indemnification of Officers and Directors. Each person who may have served as a Director or officer of this Association, shall be indemnified by the Association against liabilities imposed upon him and expenses reasonably incurred by him in connection with any claim made against him, or any action, suit or proceeding to which he may be a party by reason of his being, or having been, such Director or officer, and against such sums as counsel selected by the Board of Directors shall deem reasonable payment made in settlement of any such claim, action, suit or proceeding primarily with a view to avoiding expenses of litigation; provided, however, that no Director or officer shall be indemnified with respect to matters for which such indemnification shall be in addition to any other rights to which Directors or officers may be entitled. Such person shall be indemnified only if he is successful on the merits or otherwise, or if he acted in good faith in the transaction which is the subject of the suit, and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association. However, he shall not be indemnified in respect of any claim, issue or matter as to which he has been adjudged liable for negligence or misconduct in the performance of his duty to the Association.

- a) Proration. Any person who is eligible for indemnification by the Association as outlined in Section 8.8 may be determined to be indemnified as to some matters but not as to others, and such indemnification amounts may be reasonably prorated.
- b) Advance Payment. The Association may pay in advance any expenses which may become subject to indemnification under Section 8.8 if the Board of Directors authorizes the specific payment and the person receiving the payment undertakes in

writing to repay unless it is ultimately determined that he is entitled to indemnification by the Association under Section 8.8.

- c) Insurance. The Association may purchase and maintain insurance on behalf of any Person who holds or who has held any position of office or director as specified above, against any liability incurred by him in any such position, or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability.

Section 8.9. Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of the Bylaws shall be Invalid, then, so far as is reasonable and possible, the remainder of these Bylaws shall be considered valid and operative and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 8.10. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 8.11. Amendments. The power to alter, amend, or repeal the Bylaws or to adopt new Bylaws, subject to repeal or change by action of the members at an annual or special meeting called and held as provided in these Bylaws, shall be vested in the Board of Directors.

IN WITNESS WHEREOF, we, being all of the Directors of Woods Edge Section Three Neighborhood committee Inc. have hereunto set our hands this 6th day of **September, 1985.**

Anthony Krancer, Director

Gary L. Lenderman, Director

Nancy Hockaday, Director

Anthony Krancer, President

**WOODS EDGE SECTION 3
CONSTRUCTION GUIDELINES
ON STORAGE BUILDINGS BARNs AND OTHER OUTBUILDINGS
MARCH- 01- 2009**

The following are guidelines for the application, construction, and erection of outdoor storage buildings and other types of outbuildings on Woods Edge Section 3 properties. This document is intended to acquaint/inform the property owners with the general views and requirement of the Woods Edge Section 3 Architectural Control Committee. The Woods Edge Section 3 Board of Directors will allow one (1) Storage Building or one (1) Outbuilding/Barn per residence as defined below.

Storage Buildings

Application

Land owners in the Woods Edge Section 3 making application for the erection of a Storage Building on their property shall submit a formal application to the Architectural Control Committee (ACC) for review, comments, recommendation and final approval or disapproval by the Board of Directors (BOD)

The application shall include a drawing of the property outlining the location of the proposed building. The homeowner shall use a copy of the surveyor's plot plan and add the storage building/out building with the appropriate scale. The surveyor's drawing has all the information and details that the ACC needs to readily observe any conflict with easement; neighbors, drainage, etc.

The home owner shall also submit a detailed drawing including plan and elevation of the proposed structure. An exact description of all the materials and components to be used in the construction and the color of the external finish must be submitted with the plan. Manufacturer's and or Builder's brochures and flyers with description are acceptable as long as they include the required information. Samples of roofing and siding materials may also be submitted where descriptions are not adequate. It is a common practice by the ACC to request such samples.

Purpose

Storage Buildings shall generally be used for storage of lawn equipment, tools, bicycles, hoses, toys, wheelbarrows and other miscellaneous items. Storage Buildings used as animal shelter are not allowed. There shall be no storage of hazardous, explosive or toxic chemicals other than Chlorine used for swimming pool water treatment. The storage of fuel for use in lawn equipment should be safely stored in approved containers.

Where gasoline is stored adequate ventilation shall be provided in the building to avoid the accumulation of explosive fumes.

Storage Building

The Woods Edge Board of Directors will allow only one storage building per residence. The Storage Building shall be constructed with wood. No metal building will be allowed. All materials and components used in the construction shall be new and have a minimum life span of 20 years. Samples should be submitted to the ACC.

Appearance

The appearance of the storage Building shall be in keeping with the Architecture of the existing dwelling. The roof shall be of the same material color and life. The siding need not be of the same material but shall be of a matching color with a lifespan of 20 years or more. The building shall be installed level and shall be on a foundation no higher than 4 inches above the finish grade.

Window air conditioning unit are not allowed on the building. Powered roof extract fans will be considered. Electric power to the building for lighting and fans are restricted to underground service only, and shall be installed in accordance with the National Electrical Code (NEC) or the local authority having jurisdiction.

Landscaping around the storage building is recommended.

Size

Plans and elevation drawings shall show the dimensions of the Storage Building. The maximum allowable size for a storage building is 120 sq. ft, and it can only be of a single story.

Foundation

Storage Buildings with footprints of 120 sq. ft. or less may be installed on concrete piers, pillows or blocks at points recommended by the manufacturers, such that the building will not warp, tilt, twist, bow, slide or shift during its lifespan. The concrete pier shall not project above the finish grade by more than 4 inches. The homeowner may also choose to use a total concrete slab foundation.

Anchors

Storage Buildings (120 sq. ft. or less) shall be anchored to withstand winds up to 40 mph, without toppling or shifting. Details of the anchoring system must be submitted with the application.

Barns and Other Outbuildings

Barns and other outbuildings (larger than 120 sq ft) are permitted on Woods Edge properties. As in the case of storage buildings described above a formal application with drawings, plans description and samples etc. shall be submitted to the ACC for review, comments, recommendation and final approval or disapproval by the BOD

Purpose

Barns and other outbuildings shall generally be used for the shelter of animals, storage and workshops. Where a workshop is included the operation of machinery shall be such that it will not offend or disturb the neighbors. Workshops shall be used for hobby projects and shall not be of a commercial nature.

The Building

The Woods Edge Board of Directors will allow only one Barn or Outbuilding per residence. The Building shall be constructed with wood or concrete components. No metal building will be allowed. All materials and components used in the construction shall be new and have a minimum life span of 20 years.

Appearance

The appearances of Barns and Outbuildings will be reviewed on a case by case basis. The general emphasis is that they match or complement the existing Architecture and be in keeping with the neighborhood. The ACC may suggest modifications.

Size

Plans and elevation drawings shall outline the size/dimensions of the Barn or other Outbuilding. Buildings larger than 120 sq ft falls in the Barns category and may include a loft or mezzanine floor.

Foundation

Outbuildings and Barns having a footprint greater than 120 sq. ft. shall be erected on a concrete slab foundation. The concrete shall have a minimum strength of 3000 psi. The slab shall have reinforcement to avoid splitting, cracking and separation. It shall be level and at least 4 inches thick. It must be capable of supporting the structure on top. Adequate "J" bolts shall be placed in the slab at the time of pouring for the purpose of anchoring the structure on top.

Most prefabricated outbuilding are equipped with some type of flooring. The property owner may consider eliminating this flooring and use the slab as the floor.

Approval

The ACC requires that application along with plans, description and samples be submitted at least 30 days prior to the anticipated start date of the construction. With the exception of construction material samples, application may be submitted electronically to the current President of the ACC. This method allows speedy distribution and communication to the other members and hence a more timely approval.

OPEN RECORDS POLICY
FOR
WOODS EDGE SECTION THREE NEIGHBORHOOD COMMITTEE, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, Edie A. Speer, President of Woods Edge Section Three Neighborhood Committee, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 10th day of September, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
 - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
 - b. describe with sufficient detail the books and records of the Association that are requested; and
 - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association shall send written notice to the Owner or the Owner's Representative of dates during normal business hours that the

Owner or the Owner's Representative may inspect the requested books and records. Such written notice shall be sent on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association shall produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association shall provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association shall produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative shall identify the books and records to be copied and forwarded. The Association shall thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Section 70.3 of the Texas Administrative Code, as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3 of the Texas Administrative Code. Should the rates set forth in Section 70.3 of the Texas Administrative Code ever be different than in this policy (either through amendment or

error by this policy) the then current rates set forth in Section 70.3 of the Texas Administrative Code shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3 of the Texas Administrative Code

9. **Advance Payment of Estimated Costs.** The Association shall estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner shall be required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.

* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association shall refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

11. Books and Records Not Required to be Produced.

- 11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:
- a. identify the history of violations of dedicatory instruments of an individual Owner;
 - b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
 - c. disclose an Owner's contact information, other than the Owner's address; or
 - d. disclose information related to an employee of the Association, including personnel files.
- 11.2. The Association is not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.
- 11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. Business Day. As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Open Records Policy was approved by the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 18th day of September, 2018.

**WOODS EDGE SECTION THREE NEIGHBORHOOD
COMMITTEE, INC.**

By: Edie A. Speer

Name: Edie A. Speer

Title: President

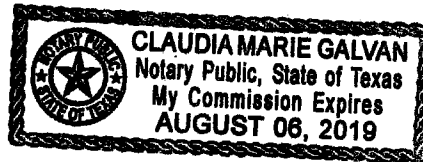
THE STATE OF TEXAS §

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COUNTY OF FORT BEND §

BEFORE ME, the undersigned notary public, on this 18th day of September, 2018, personally appeared Edie A. Speer, President of Woods Edge Section Three Neighborhood Committee, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Claudia Galvan
Notary Public in and for the State of Texas



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records relating to violations of any dedicatory instrument of the Association) of current owners	
c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions for each section within the subdivision and all amendments and supplements to each Declaration; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment

q) Reserve study	For the period of time covered by the study, plus two (2) years
r) Legal opinions issued by counsel for the Association	Permanently
s) Suit files	Seven (7) years after the date the suit is resolved
t) Emails	Two (2) years

2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents shall be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Records Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 18th day of September, 2018.

**WOODS EDGE SECTION THREE NEIGHBORHOOD
COMMITTEE, INC.**

By: Edie A. Speer

Name: Edie A. Speer

Title: President

THE STATE OF TEXAS

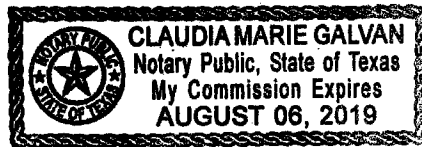
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COUNTY OF FORT BEND

BEFORE ME, the undersigned notary public, on this 18th day of September 2018, personally appeared Edie A. Speck, President of Woods Edge Section Three Neighborhood Committee, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Claudia Galvan

Notary Public in and for the State of Texas



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**PAYMENT PLAN POLICY
FOR
WOODS EDGE SECTION THREE NEIGHBORHOOD COMMITTEE, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, Edie A. Speer, President of Woods Edge Section Three Neighborhood Committee, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 10th day of September 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association will be a minimum of three (3) months and a maximum of eighteen (18) months. The Association will determine the appropriate term for a payment plan considering the amount owed and the term requested by the Owner, subject to the minimum and maximum terms.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to

which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association may add to the delinquent assessments and other amounts owed to the Association, to be paid in accordance with the Payment Plan Agreement, reasonable costs for administering the payment plan including reasonable costs for the preparation of a Payment Plan Agreement and for receiving, documenting and processing each payment. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate of ten percent (10%) per annum, as provided in the First Amended and Restated Restrictions for Woods Edge Section Three.

7. **Monthly Penalties.** As provided in the Texas Property Code, during the term of the payment plan, the Association may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6, above. Monetary penalties include late charges and similar fees or charges, if any.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan. The Association is not required to make a payment plan available to an Owner after a notice in accordance with Section 209.0064(b)(3) of the Texas Property Code has been sent to the Owner and the period in that notice has expired. Finally, the Association is not required to allow an Owner to enter into a payment plan more than once in any twelve (12) month period.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Payment Plan Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Fort Bend County, Texas.

TO CERTIFY which witness my hand this the 18th day of September, 2018.

WOODS EDGE SECTION THREE NEIGHBORHOOD COMMITTEE, INC.

By: *Edie A. Speer*

Name: Edie A. Speer

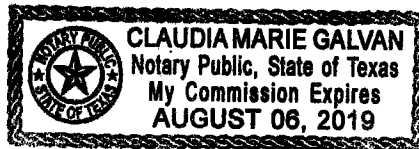
Title: President

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

BEFORE ME, the undersigned notary public, on this 18th day of September, 2018, personally appeared Edie A. Speer, President of Woods Edge Section Three Neighborhood Committee, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Claudia Galvan
Notary Public in and for the State of Texas

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- b. fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
 - c. connected to the main electrical panel of the Residential Dwelling by a manual or automatic transfer switch; and
 - d. rated for generating capacity of not less than seven (7) kilowatts.
- 1.06. Subdivision** - The subdivision in Fort Bend County, Texas commonly referred to as Woods Edge Section Three, comprised of 142.955 acres, more or less, in the Samuel Isaacs League, A-35, Fort Bend County, Texas.

Other capitalized terms used in this policy, but not defined in this Section have the same meanings as that ascribed to them in the Declaration.

Section 2. ACC Approval, Requirements, and Screening.

- 2.01. ACC Approval.** The Declaration requires an Owner to submit an application for a proposed exterior improvement on the Owner's Lot and obtain the written approval of the application from the ACC prior to installation or construction. Accordingly, a Standby Electric Generator may not be installed on a Lot unless an application therefor is first submitted to and approved in writing by the ACC as to compliance with the provisions of this policy. The submission of plans must include a completed application for ACC review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if required as provided in Section 2.03., below), and a copy of the manufacturer's brochures. The ACC may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth in Section 2.02., below, and, if visible as provided in Section 2.03., below, the Standby Electric Generator is screened in the manner required by the ACC.
- 2.02. Requirements.** The installation and operation of a permanent Standby Electric Generator on a Lot is permitted, subject to the prior written approval of the ACC and compliance with the following requirements:
- a. a Standby Electric Generator must be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes;
 - b. all electrical, plumbing, and fuel line connections for a Standby Electric Generator must be installed by a licensed contractor;
 - c. all electrical connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
 - d. all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;

- e. all liquefied petroleum gas fuel line connections for a Standby Electric Generator must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;
- f. a nonintegral Standby Electric Generator fuel tank must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
- g. a Standby Electric Generator and all electrical lines and fuel lines relating to the Standby Electric Generator must be maintained in good condition;
- h. a deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced, or removed;
- i. periodic testing of a Standby Electric Generator shall be in accordance with the manufacturer's recommendations, and shall occur not more than once a month, between the hours of 10:00 a.m. and 4:00 p.m.; and
- j. a Standby Electric Generator may not be located nearer to a side Lot line than the applicable building setback or between the front of the Residential Dwelling on a Lot and the front Lot line of the Lot;
- k. the preferred location of a Standby Electric Generator is at the side or rear plane of the Residential Dwelling outside (not within) any easement applicable to the Lot and outside (not within) the side setback lines applicable to the Lot.

In the event the preferred location either increases the cost of installing the Standby Electric Generator by more than ten percent (10%) or increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than twenty percent (20%), the Standby Electric Generator shall be located on the Lot in a position that complies as closely as possible with the preferred location without increasing the cost of installation as provided herein.

2.03. Screening. If a Standby Electric Generator is:

- a. visible from the street in front of the Residential Dwelling on the Lot on which it is located,
- b. located in an unfenced side or rear yard of the Lot and is visible either from an adjoining Lot or from adjoining property owned by the Association, or
- c. located in a side or rear yard of the Lot that is fenced by a wrought iron fence or residential aluminum fence and is visible through the

fence either from an adjoining Lot or from adjoining property owned by the Association,

the Owner will be required to screen the Standby Electric Generator by evergreen landscaping or in another reasonable manner, as determined by the ACC.

Section 3. Prohibitions.

- 3.01. **Non-Payment for Utility Service.** A Standby Electric Generator shall not be used to generate all or substantially all of the electrical power to a Residential Dwelling, except when utility-generated electrical power to the Residential Dwelling is not available or is intermittent due to causes other than non-payment for utility service to the Residential Dwelling.
- 3.02. **Property Owned by the Association.** No Owner may install or place a Standby Electric Generator on property owned or maintained by the Association.

Section 4. Non-Compliance. The installation of a Standby Electric Generator that is not in compliance with the provisions of this Standby Electric Generator Policy will be considered a violation of the dedicatory instruments governing the Subdivision.

Section 5. Property Owned or Maintained by the Association. This Standby Electric Generator Policy does not apply to property that is owned or maintained by the Association.

I hereby certify that this Standby Electric Generator Policy was approved by the Board of Directors of the Association on the date set forth above and now appears in the books and records of the Association. This Standby Electric Generator Policy is effective as of the date of recording in the Official Public Records of Real Property of Fort Bend County, Texas.

WOODS EDGE SECTION THREE NEIGHBORHOOD
COMMITTEE, INC.

By: Eddie A. Speer

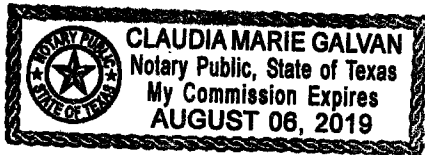
Name: Eddie A. Speer

Title: President

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

BEFORE ME, the undersigned notary public, on this 18th day of September, 2018, personally appeared Edie A. Slow, President of Woods Edge Section Three Neighborhood Committee, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

Claudia Marie Galvan
Notary Public in and for the State of Texas



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