

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODEDGE VILLAGE, SECTIONS ONE AND TWO
A SUBDIVISION IN HARRIS COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, BARRY L. BATTELSTEIN, TRUSTEE, AND PROPERTIES INTERNATIONAL, INC., executed a "Declaration of Covenants, Conditions and Restrictions" for WOODEDGE VILLAGE, SECTION ONE, a subdivision in Harris County, Texas, said Declaration being dated June 27, 1972, and recorded under County Clerk's File No. D625115, File Cole No. 146-30-1465, of the Real Property Records of Harris County, Texas, said Declaration being amended by instrument dated August 14, 1973, executed by PROPERTIES INTERNATIONAL, INC., recorded under County Clerk's File No. D949328, File Code No. 166-22-1324, of the Real Property Records of Harris County, Texas, and said Declaration also being amended by instrument dated February 11, 1974, executed by PROPERTIES INTERNATIONAL, INC., recorded under County Clerk's File No. E081205, File Code No. 174-30-0607, of the Real Property Records of Harris County, Texas, and said Declaration being further amended by instrument dated September 2, 1978, executed by a majority of the Lot owners of said WOODEDGE VILLAGE, SECTION ONE, recorded under County Clerk's File No. F795548, Film Code No. 108-87-2125, of the Real Property Records of Harris County, Texas; and

WHEREAS, PROPERTY INTERNATIONAL, INC. also executed a "Declaration of Covenants, Conditions and Restrictions" for WOODEDGE VILLAGE, SECTION TWO, a subdivision in Harris County, Texas, said Declaration being dated May 1, 1973, and recorded under County Clerk's File No. D868212, Film No. 161-23-1982 of the Real Property Records of Harris County, Texas, said Declaration being amended by instrument dated September 2, 1978, executed by a majority of the Lot owners of WOODEDGE VILLAGE, SECTION TWO, recorded under County Clerk's File No. F795549, File Code No. 108-87-2196, of the Real Property Records of Harris County, Texas; and

WHEREAS, it is the desire of the lot owners in SECTIONS ONE and TWO of WOODEDGE VILLAGE

to insure the preservation of the uniform plan of development and improvement of their properties as established by the Original Declarations for both Sections, for the benefit of both the present and future owners of the lots in said Subdivision and to make identical and uniform restrictions applicable to both WOODEDGE VILLAGE SECTION ONE and WOODEDGE VILLAGE SECTION TWO; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for WOODEDGE VILLAGE, SECTION ONE and TWO, as amended, provides in Article VII, Section I thereof, that "These covenants, or any of them may be amended by an instrument signed in writing by the Owners of a majority of the Lots and the recording of said instrument with the County Clerk of Harris County, Texas. Any such instrument shall show the Lots owned by each owner signing same"; and

WHEREAS, the undersigned own a majority of the Lots in WOODEDGE VILLAGE, SECTION ONE and TWO, as defined in said Declaration;

NOW, THEREFORE, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the undersigned hereby execute this instrument and are causing it to be recorded with the County Clerk of Harris County, Texas, for the purpose of further amending the Declaration of Covenants, Conditions and Restrictions for WOODEDGE VILLAGE, SECTION ONE and TWO as heretofore amended by deleting its provisions in their entirety and substituting for them the following:

ARTICLE I

Terms

Section 1. "Association" shall mean and refer to WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, its successors and assigns, provided for in Article V hereof.

Section 2. "Properties" shall mean and refer to WOODEDGE VILLAGE, SECTIONS ONE and TWO, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

Section 3. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plats as defined in Section 5 of this Article I and any Lots which may have been plotted from the unrestricted reserves shown thereon. All such lots are restricted hereby to use for residential purposes only.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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 and those having only an interest in the mineral estate.

Section 5. "Subdivision Plats" shall mean and refer to the map or plat of WOODEDGE VILLAGE, SECTION ONE, recorded in Volume 192, at Page 34, of the Map Records of Harris County, Texas, and the map or plat of WOODEDGE VILLAGE, SECTION TWO, recorded in Volume 195, at Page 143 of the Map Records of Harris County, Texas.

Section 6. "Architectural Control Committee" shall mean and refer to the WOODEDGE VILLAGE ARCHITECTURAL CONTROL COMMITTEE, provided for in Article IV hereof.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The subdivision Plats dedicated for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and Subdivision Plats further establish certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines, and the Subdivision Plat for SECTION ONE further designates certain Reserves, being Reserves "A:", "C", "D", "E", "F", "G", "H", "I" as shown thereon. The reserves "A:", "C", "D", "E", "F", "G", "H", "I" shall be unrestricted except for the dedications, limitations, restrictions, and reservations shown on said Subdivision Plat specifically relating to said Reserves, provided that nothing herein shall restrict the use of said Reserve Tracts.

Notwithstanding any other term or provision herein to the contrary, the following Lot or Lots shall not be restricted for use for residential purposes only, but may have constructed thereon recreational facilities, including but not limited to a tennis court or courts and related facilities for the use and enjoyment of all Owners of Lots in WOODEDGE VILLAGE SUBDIVISION: a). Lot 12, Block 11 of WOODEDGE VILLAGE, SECTION ONE b). Lot 13, Block 11 of WOODEDGE VILLAGE, SECTION ONE.

Section 2. The easements and right-of-ways as shown on the Subdivision Plats for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, water or cable TV installed in, across and/or under the Properties shall continue to be reserved for the respective purposes shown on the Subdivision Plats.

Section 3. No utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees, or flowers, or

other property of the Owner situated on the land covered by said easements.

Section 4. It is expressly agreed and understood that the title conveyed to any Lot or parcel of land within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or cable TV purposes and shall convey no interest in any pipes, lines, poles, or conduits, or any utility facility or appurtenances thereto constructed by or under any easement owner, or his agent, thru, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties.

ARTICLE III

Use Restrictions

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed, or permitted to remain on any Residential Lot other than one related single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than two or more than four cars, other than exceptions as approved by the Architectural Control Committee. No garage shall be altered for any purpose other than its original intention. As used herein, the term "residential purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments or apartment houses. No building of any kind or character shall ever be moved onto any Lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

Section 2. Architectural Control. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with minimum construction standards more fully provided for in Article IV hereof. Any additions or alterations to a garage must also have the unanimous, written approval of all adjoining Lot owners.

Section 3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 1800 square feet for a one-story dwelling, nor shall the ground floor area, plus the upper floor area of the main residential structure of a one and one-half (1-1/2) or a two-story

dwelling be less than 2000 square feet.

Section 4. Type of Construction, Materials, and Landscape.

a) At least fifty-one (51) percent of the exterior surface area of the wall of the main residential structure of any dwelling (exclusive of windows, doors, and other glassed areas) shall consist of brick, stone, or other masonry, unless approved in writing by the Architectural Control Committee.

b) No external roofing material shall be changed on any building or used on any new structure without the written approval of the Architectural Control Committee.

c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building in any part of the Properties, if such unit is visible from the streets or neighboring resident dwellings. The Architectural Control Committee shall be the sole judge of whether or not the window or wall-type air conditioning unit is "visible from the streets or neighboring lots".

d) No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street curb lines and a line connecting them at points thirty (30) feet from the intersection of the street curb lines, or extensions thereof, shall be placed, planted or permitted to remain on any corner lots without the written approval of the Architectural Control Committee.

e) Landscaping visible from the streets or neighboring lots shall be kept in a safe and harmonious manner within existing subdivision standards. The interpretation of existing standards shall reside with the Architectural Control Committee.

Section 5. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat. No building shall be located nearer than five (5) feet to any interior Lot line, except that a single story garage or other permitted single story accessory building located sixty-five (65) feet or more from the front Lot line may be located within three (3) feet of an interior Lot line. No main residence building nor any part thereof shall be located on any interior Lot nearer than fifteen (15) to the rear Lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however that this shall not be construed to permit any portion of a building on an Lot to encroach upon another Lot. For the purposes of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building will face the front of the Lot, and each detached garage will face and be located at least sixty-five (65) feet from the front of the Lot on which it is situated, except for

corner Lots, in which instance the garage may face either street the Lot abuts.

Section 6. Minimum Lot Area. No lot shall be re-subdivided, nor shall any building be erected or placed on any Lot or Lots, or any portion thereof, having an area of less than 7,500 square feet, without the consent of the Architectural Control Committee; provided, however, that nothing contained herein shall be construed to prohibit the building of a residence on an area including all or part of one or more lots, so long as such area contains 7,500 or more square feet or a less amount of square footage if approved by the Architectural Control Committee.

Section 7. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance in or to the neighborhood.

Section 8.

a) Structures Other Than Dwellings. No structure of a temporary or permanent character, other than dwellings, including but not limited to trailers, tents, shacks, garages, barns, or other out buildings may be maintained or used on any Lot at any time as a residence or for any other purpose, either temporary or permanently, unless written approval has been obtained from the Architectural Control Committee under the considerations of Article III, Section 2 above.

b) Vehicles. No automobile, truck, trailer, boat, recreational vehicle or any other vehicle shall be stored, parked or kept on any lot or on a street adjoining said Lot unless such vehicle is in day to day use away from the subdivision and such parking is only temporary, from day to day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any Lot covered hereby, or on the Lot in such a manner as to not be visible from the streets or neighboring Lots.

c) Maximum Height of Protuberances. Written authorization must be obtained from the Architectural Control Committee on any equipment or item such as but not limited to radio and TV antenna, satellite receiving dish, energy saving devices, water softeners, sports and recreational equipment that extends beyond either the existing front or side building elevations (excluding overhangs, porches and eaves) that face a street or that extend vertically ten (10) feet above the highest roof peak of the existing residence or garage or above the existing fence lines within the rear and or side yards.

Section 9. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected on any Lot or plot except: (1) not more than two residential real estate signs; (2) one

sign other than real estate not more than two feet square in size; or (3) those signs approved by the Architectural Control Committee.

Section 10. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot or Reserve nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Reserve. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot or Reserve.

Section 11. Storage and Disposal of Garbage and Refuse. No Lot, Reserve or residential dwelling shall be used or maintained as a dumping ground. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary lids or covers. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot or Reserve shall be used for the open storage of any materials whatsoever, which storage is visible from the streets, except that any new building materials used in the construction of improvements erected upon any Lot or Reserve may be placed upon such Lot or Reserve at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements.

Section 12. Fences. Fencing structures shall not exceed eight (8) feet nor be less than five feet six inches (5'-6") in height with the exception of perimeter boundary of the Properties, where height variance above eight (8) feet may be obtained from the Architectural Control Committee, nor be located beyond the front elevation of any dwelling. No fencing material other than redwood, cedar, treated pine, wrought iron or masonry shall be constructed or used on any Lot in any part of the Properties without the prior written approval of the Architectural Control Committee. The owner or occupant of all lots shall at all times keep all fences thereon maintained in a structurally sound and attractive manner. Chain Link fences shall not be permitted on any Lot.

Section 13. Prohibited Activities. No professional, business, or other commercial activity to which the general public is invited or that becomes an annoyance or a nuisance to the neighborhood shall be conducted on any Lot or residential dwelling.

Section 14. Lot Maintenance.

a) The owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a

sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon or herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything except by use of an incinerator as permitted by law.

b) The drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family shall be screened from public view.

c) In the event of default on the part of the owner or occupant of any Lot in observing the above requirements and such default continues after ten (10) days written notice thereof, the Association may without liability to the owner or occupant, in trespass or otherwise, enter upon said Lot or cause to be cut such weeds, grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of Building Plans. Pursuant to Article III, Section 2 hereof, all proposed construction must be approved by the Architectural Control Committee before said construction is begun. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative thirty (30) days prior to the commencement of construction. The Architectural Control Committee may require the submission of addition plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee Membership. The Architectural Control Committee shall be composed of three (3) to five (5) persons who are residents of WOODEDGE VILLAGE and members of the WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION. No more than one (1) member of the

Architectural Control Committee may be appointed or removed by a majority vote of an ad hoc committee comprised of the members of the Board of Directors of the Association and the members of the Architectural Control Committee or a member of said Committee may resign at their discretion.

Section 3. Standards and Guidelines. The Architectural Control Committee must promulgate an outline of minimum acceptable construction standards to be reviewed from time to time; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 4. Term. The duties and powers of the Architectural Control Committee shall continue so long as these covenants shall remain in legal force and effect.

Section 5. General Approval Procedures. In all cases, Architectural Control Committee approval shall be initiated by the requestor by completing a written request form in duplicate as furnished by the Architectural Control Committee. The forms and all supporting information as requested by the Architectural Control Committee shall be submitted to the Architectural Control Committee before any construction is undertaken by requestor. Approval shall consist of a majority of signatures of the current members of the Architectural Control Committee. Upon approval, a copy of the form must be submitted by the Architectural Control Committee to the Secretary of the WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION within seven (7) days of approval and filed at the office of the WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION.

ARTICLE V

Woodedge Village Community Improvement Association

Section 1. Membership and Voting. Every person or entity who is a record Owner of any of the Properties which are subject or which become subject to maintenance charge assessment by the Association, including contract sellers, shall be a member of the WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having an interest in the mineral estate. No record Owner or contract seller shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership. Members shall be entitled to one (1) vote per Lot.

Section 2. Non-Profit Corporation. WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, a non-profit corporation, has been previously organized; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall continue to vest in said corporation.

Section 3. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the provisions herein.

Section 4. Inspection of Records. The members of the Association shall have the right to inspect the minutes of the Association meetings, financial records and contracts within seven (7) days of request. Any additional information may be requested in writing and released for inspection upon approval of the Board of Directors.

Section 5. Annexation of Property. The Association, acting in accordance with its Articles of Incorporation and By-Laws may annex any additional sections to WOODEDGE VILLAGE SUBDIVISION and subject them to the jurisdiction of the Association and benefits thereof.

ARTICLE VI

Maintenance Charge

Section 1. Maintenance Fund. Each Lot in the Woodedge Village Sections covered by these Covenants, Conditions, and Restriction, shall be subject to an annual maintenance charge for the purpose of creating a fund to be designated and known as the "maintenance fund".

Section 2. Due Date. The annual maintenance charge shall be paid by or on behalf of the owner or owners of each Lot covered by these Covenants, Conditions, and Restrictions to the Association on or before January 1 of each year, in advance annual installments.

Section 3. Annual Maintenance Charge. The annual maintenance charge on each improved residential Lot from and after the time a dwelling is located thereon and is ready for occupancy (whether such dwelling is occupied or not) shall be as follows:

a) Initial Maintenance Charge. For a period covered by the calendar year, the maximum annual maintenance charge for each Lot subject to these Restrictions shall be the sum of Four Hundred Dollars (\$525.00).

b) Adjustments to Annual Maintenance Charge. For the calendar years next succeeding the

calendar year 1987, the maximum annual maintenance charge may be increased over the previous year's maximum maintenance charge by the members of the Association at any regular annual meeting or a special meeting of the members of the Association called by at least two members of the Board of Directors in accordance with all regular requirements for a special meeting. No notice is required for an annual meeting. For a special meeting, written notice shall be mailed or personally delivered to each Lot owner stating that the purpose of the meeting is to vote on a proposed increase in the annual maintenance. Written notice of any meeting called for the purpose of approving such increase in the maximum maintenance charge shall be mailed or personally delivered to each Lot owner not less than fourteen (14) days nor more than thirty (30) days in advance of the meeting in which a vote will be taken on the approval of such increase in the maximum maintenance charge. At either an annual meeting or a special meeting for the purpose of increasing the maximum annual maintenance charge, an affirmative vote (either in person or by proxy) of a simple majority of the total membership shall be required to adopt a resolution increasing the maximum annual maintenance charge. An affirmative vote by a simple majority of the total membership shall be binding on the total membership.

c) Exceptions to Maintenance Charges. So long as any Lot subject to assessment of the maintenance charge does not have a dwelling thereon which is ready for occupancy, the maintenance charge against such Lot shall be fifty (50) percent of the then assessed charge for all Lots which have dwellings thereon ready for occupancy. At such time as a dwelling on any Lot becomes completed and ready for occupancy, the full maintenance charge assessed for the applicable calendar year shall become due and payable for the balance of the year in which such dwelling is completed on a pro rata basis, such additional amount to be paid to the Association within thirty days (30) after the Lot owner or applicable mortgage holder is notified of the additional amount due. In the event of a disaster, which renders the dwelling unfit for habitation, the Lot owner, under this subsection, may apply to the Association Board of Directors for special relief until such dwelling becomes habitable.

Section 4. Budgetary Considerations. The expenditures of the Association shall comply with the following considerations:

a) Annual capital expenditures shall not exceed fifteen (15) percent of the total receivables from the previous fiscal year.

b) A balanced budget shall be maintained for each fiscal year. A balanced budget shall be defined as total annual liabilities (expenses, indebtedness, and other debts) equal to or less than total cash assets

(collectables, cash-on-hand, and other receivables). The Association may not enter into any mortgage or debt situation beyond its ability to satisfy said indebtedness within the current fiscal year using only funds provided by cash assets.

c) Any capital expenditures which may exceed fifteen (15) percent of the total receivables for the previous fiscal year, must be approved by the affirmative vote of a simple majority of the total membership of the Association and present at a meeting (either in person or by proxy). An affirmative vote by a simple majority of the total membership shall be binding on the total membership. Written notice of any meeting called for the purpose of approving such capital improvement shall be mailed or personally delivered to each Lot owner not less than fourteen (14) days nor more than thirty (30) days in advance of the meeting in which a vote will be taken on the approval of such capital improvement.

d) Monies received from insurance claims for damaged, stolen or destroyed property owned by the Association, shall be used to repair or replace the property for which the claim was made and shall be exempt from Article VI, Section 4.a.

Section 5. Uniform Rate of Assessment. The annual maintenance charge must be fixed at a uniform rate for all Lots.

Section 6. Interest on Maintenance Charge. Any maintenance charge assessed hereunder and not paid when due shall bear interest from the due date until paid at a rate to be set by the Board of Directors of the Association, not to exceed the maximum rate of interest allowed by law.

Section 7. Services to be Provided. The services to be provided for out of the maintenance fund may include all things necessary or desirable for the general maintenance, improvement, or benefit of the area within the aforementioned sections of WOODEDGE VILLAGE SUBDIVISION and any areas duly annexed thereto, plus adjacent streets and the approaches thereto. By way of illustration, but not limitation, the services to be performed out of the maintenance fund may include construction and or maintenance of: parks, parkways, esplanades, and vacant lots; the ownership, operation, and maintenance of any common area recreational facilities (including, but not limited to, clubhouse, swimming pools, and tennis courts); constructing and maintaining easements, esplanades, and other public areas; providing fire, police, or watchman services; providing and maintaining street lighting; providing and maintaining shrubbery and trees at subdivision entrances, in esplanades, and in parkways; fogging for insect control; garbage pick up; payment of all reasonable legal and other expenses required for the enforcement of these Restrictions; enforcement of all

recorded charges and assessments, covenants, restrictions, and conditions affecting the properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessment; caring for vacant lots and dwellings; and doing other things necessary or desirable, in the opinion of the Board of Directors of the Association, to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the properties, being understood that the judgement of the Board of Directors of the Association in expenditure of said fund shall be final and conclusive so long as said judgement is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association.

Section 8. Liens to Secure Payment of Maintenance Charge. A lien is hereby established on each Lot subject to these restrictions to secure the payment of the maintenance charge established hereby, and all present and subsequent owners of said Lots should convey all Lots with appropriate reference to the recordation of these restrictions in the Official Public Records of Real Property of Harris County, Texas, together with a recitation that said lien has been retained against each Lot for the benefit of the Association to the extent of such maintenance charge; provided, that such lien shall be subordinate and inferior to any liens given to secure the payment of monies in connection with the purchase of any Lot or the construction of improvements on any Lot. The grantee in any deed conveying any Lot subject to these Restrictions shall be deemed to have covenanted and agreed to pay the aforesaid maintenance charge by acceptance of such deed.

Section 9. Lien to Run With the Land. The aforesaid lien to secure payment of the maintenance charge, together with all interest, expenses, costs, and reasonable attorneys' fees which may accrue hereunder in connection therewith, shall run with the land and be a continuing charge on the land assessed, and shall also be a personal obligation of the owner of each Lot at the time of the assessment.

Section 10. Condition Precedent to Enforcing Lien. As a condition precedent to any proceeding to enforce the aforesaid lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, the Association any give the holder of such first mortgage lien sixty (60) days written notice of proposed action, which notice shall be sent to the nearest office of such first mortgage holder by Certified Mail, return receipt requested, and shall contain a statement of the delinquent maintenance charges upon which the proposed

action is based. Upon the request of any such first mortgage lien holder, the Association may acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

ARTICLE VII

General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of a majority of the Lots as defined in Article I, Section 3 hereof has been recorded agreeing to change or terminate said covenants in whole or in part. These covenants, or any of them, may be amended by an instrument signed in writing by the Owners of a majority of the Lots and the recording of said instrument with the County Clerk of Harris County, Texas. Any such instrument shall show the Lots owned by each Owner signing same and, in case property is owned by a man and wife, as community property, the signature of either husband or wife shall be sufficient.

Section. 2 Enforcement. The Board of Directors of the WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Transitional Period. For this section the following definitions shall apply -- 1). Previous Restrictions are those approved prior to these recorded restrictions; 2). New Restrictions are these restrictions that are now in force; 3). Transition Period shall be defined as a period of two (2) years after these new restrictions have been filed or record with the County Clerk's Office in Harris County, Texas;

a.) If a condition existed on a Lot or in a residential dwelling that was in compliance with the previous restrictions and if the same condition continues to exist and be in compliance with the new restrictions, then the condition shall be in compliance with the new restrictions.

b.) If a condition existed on a Lot or in a residential dwelling that was in violation with the previous restrictions and if the same condition continues to exist and be in violation with the new restrictions,

then the condition shall be in violation with the new restrictions.

c.) If a condition existed on a Lot or in a residential dwelling that was in violation with the previous restrictions and if the same condition continues to exist and be in compliance with the new restrictions, then the condition shall be in compliance with the new restrictions.

d.) If a condition existed on a Lot or in a residential dwelling that was in compliance with the previous restrictions and if the same condition continues to exist and be in violation with the new restrictions, then the condition shall be in violation with the new restrictions.

e.) If prior approval has been obtained from the Architectural Control Committee, than that approval will continue to remain in effect.

f). The Architectural Control Committee shall have the right to grant waivers in writing for conditions that occur under Article VII, Section 3.d during the transition period. These waivers shall be permanent for the Lot or resident dwelling in question, provided that no improvements, alterations or modifications are made to the waived condition without prior written approval of the Architectural Control Committee. It shall be the responsibility of the Lot owner to apply for said waiver during the transition period. Article VII Section 3.d above shall be enforced without waivers or prejudice by the Architectural Control Committee after the two (2) year transition period.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

By-laws of Woodedge Village Community
Improvement Association

ARTICLE I - ORGANIZATION

Section 1: NAME OF ORGANIZATION

The name of the organization is WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION.

Herein after referred to as the "Association" or "Corporation". The Association is a non-profit corporation, Charter Number 311877 dated August 11, 1972, under the State of Texas. The period of its duration is perpetual.

Section 2: DEFINITION OF CORPORATION

The words "said property", as used in these By-laws, shall be deemed to mean the following described real property situated in Harris County, Texas:

WOODEDGE VILLAGE, SECTION ONE AND TWO, a Subdivision in Harris County, Texas,

according to the map or plat thereof, recorded in Vol. 192, pg. 34 and Vol. 195, pg. 143, of the Map Records of Harris County, Texas,

together with any and all other real property which may hereafter, through the operation of conditions, covenants, restrictions, easements, reservations or charges pertaining to the same, be placed under or submitted to the jurisdiction of this Corporation and be accepted by this Corporation by resolutions of the Board of Directors of this Corporation.

Section 3: BUSINESS ADDRESS

The Corporation shall have and continuously maintain in the State of Texas a Registered Office and a Registered Agent, whose office is identical with such Registered Office, as required by the Texas Non-Profit Corporation Act. The Registered Office may be, but need not be, identical with the principal office in the State of Texas, and the address of the Registered Office may be changed from time to time by the Board of Directors.

The name of this Corporation shall be WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION. Its principal office shall be located at 10403 Green Creek, Houston, Texas, 77070.

ARTICLE II

Section 1: PURPOSE OF ORGANIZATION

The purpose for which this Association is formed are civic, for the benefit and betterment of the residents and property owners of said property. To carry out such purposes properly, the Corporation may, at the discretion of its Board of Directors, perform the following functions, and the exercise of such functions shall be deemed to be within the scope of activities contemplated by the corporate charter.

Section 2: SCOPE OF ACTIVITIES

2.1 Exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the Restrictions of WOODEDGE VILLAGE, SECTIONS ONE AND TWO, as amended, and recorded on September 18, 1987 under County Clerk's File No. L338566, Film Code No. 192-35-0522 thru 192-35-0538, etc. in the office of the County Clerk of Harris County, Texas, as the same may be amended from time to time.

2.2 Affix, levy, collect, and enforce payment, by any lawful means, all charges and assessments, pursuant to the terms of the Restriction referred to hereinabove; to 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;

2.3 To acquire by gift, purchase, or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real property in connection with the affairs of this Corporation;

2.4 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;

2.5 To provide for services such as garbage and rubbish collection and disposal, recreational facilities (swimming pool, tennis courts, playground, clubhouse), etc.; and

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

Section 3. ANNEXATION POWERS

The Corporation may annex additional property if said property is placed under or submitted to its jurisdiction, and if said property is accepted as within its jurisdiction by resolution of the Board of Directors of this Corporation.

ARTICLE II - MEMBERSHIP

Section 1. MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot as shown on the map or plat thereof, which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one

membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Corporation. Ownership of such lot shall be the sole qualification for membership.

Section 2. VOTING RIGHTS

The Corporation shall have voting membership who shall be composed and having voting rights as follows:

2.1 Members shall be all owners.

2.2 Each owner shall be entitled to one vote for each lot, as defined in the Restrictions and paragraph above, owned by him. When more than one person owns a fee interest in any lot, all such interested persons shall be members; however, the vote for such lot in which more than one person has a fee interest shall be case by the person or persons having a majority interest, and in the event the persons having a majority interest are not able to agree in respect to a vote upon any matter, then such owners shall not have a right to vote on such subject, as there shall be no fractional votes, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV - MEETINGS

Section 1. MEETINGS

The annual meeting of the members shall be held on the Second Saturday of January of each year, at 10:00 AM, if not a legal holiday, and if a legal holiday, then on the next succeeding Saturday, for the purpose of electing Directors, annual report on the financial condition of Corporation, annual report on the activities of the past year, report on planned activities of future year, and to solicit input from members on needed and necessary actions by the new Board of Directors and for the transaction of any and all such other business which may be brought before or submitted to the meeting. All annual meetings of the members shall be held at the principal office of the Corporation in Harris County, Texas, unless otherwise determined by the Board of Directors. No notice of the annual meetings shall be necessary; however, at the discretion of the Board of Directors, written notice may be employed to remind the members of the annual meeting.

Section 2. SPECIAL MEETINGS

Special meetings of the members shall be held at the principal office of the Corporation in Harris County, Texas, or at such other place as may be designated in the notice or waiver or waivers of notice of the respective meetings. Special meetings of the members may be called by the President or by two Directors or by a majority vote of all the members. Written notice of each special meeting of the members stating the time and place thereof and indicating briefly the purpose or purposes thereof shall be sent by mail or telegram or be delivered

by the Secretary, or in the event of his absence or failure, refusal, inability or omission to do so, by the President or Vice-President or any appointed representative, to each of the members of the Corporation at their respective address, as shown by the records of the Corporation at least ten (10) days prior to the date set for the holding of the meeting. Unless otherwise indicated in the notice or waiver or waivers of notice thereof, any and all business may be transacted at any annual or special meeting of the members.

Section 3. QUORUM

3.1 ANNUAL MEETING: The number of members necessary to constitute a quorum at any annual meeting of the members shall be the members in attendance and present to vote at any annual meeting.

3.2 SPECIAL MEETINGS: The number of members necessary to constitute a quorum at any special meeting of the members shall be the twenty-five percent (25%) of the voting members of the Corporation as a whole in attendance and present to vote at any such special meeting.

Section 4. CONDUCT OF CALLED MEETINGS

The President of the Corporation and, in the event of his absence, the Vice-President of the Corporation, shall call meetings of the members to order and shall act as Chairman of such meetings. In the absence of the President and the Vice-President of the Corporation, the members present may elect or appoint a Chairman. The Secretary of the Corporation, or in his absence, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 5. VOTING AT CALLED MEETINGS

At all meetings of members, all questions, except those the manner of deciding which is otherwise expressly governed by statute, the charter of the Corporation or the By-laws, shall be decided by the vote of a majority of the votes entitled to be cast present in person with a quorum present and by absentee ballot. All voting shall be by voice except voting for election of Board of Directors or that upon the demand of any member on any question shall be by secret ballot. There shall be only one (1) vote per member. All voting shall be by members in person or by absentee ballot as allowed by statute. Absentee ballots shall conform to the conditions set forth in Article V, Section 9.2.

ARTICLE V - BOARD OF DIRECTORS

Section 1. BOARD OF DIRECTORS

The business and property of the Corporation shall be managed and controlled by the Board of Directors and subject to the restrictions imposed by law, by the Articles of Incorporation of this Corporation, or by these By-laws, the Board of Directors may exercise all of the powers of the Corporation.

1.2 To 1.5 The number of Directors shall be seven. The Board of Directors as set forth in the Articles of Incorporation shall serve for the terms as set out in said Articles of Incorporation. Three Directors (3) shall be elected for a term of two years (2) at each annual meeting of the members of the Corporation. The seventh Director shall be the President of the Woodedge Village Civic Club and shall serve as a Director during his tenure as President of the Woodedge Village Civic Club which is one (1) year. In the event that there is no duly elected President of the Woodedge Village Civic Club, this position shall be at large and voted on at the time of the election of other positions of Board of Directors annually. Each Director shall be elected to hold office and serve for two years or until his successor shall be elected, and shall duly qualify. Any Director may be removed from the Board with cause, by a vote of a majority of the votes entitled to be cast by those members present in person at a special meeting of the members at which a quorum is present or by the majority vote of the Board of Directors. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 2. LOCATION OF BUSINESS OPERATIONS

The Directors may hold their meetings and have offices and keep books of the Corporation, except as otherwise provided by statute, at the principal office of the Corporation and/or at designated locations, agents, or contracted facilities (safe deposit boxes) as specifically approved by the Board and recorded by the Secretary.

Section 3. COMPENSATION

No Director shall receive compensation for any service he may render to the Corporation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. MEETINGS OF THE BOARD

4.1 At the first meeting of the Board of Directors in each year at which a quorum is present, the Board of Directors shall proceed to the election of the officers of the Corporation. No notice or waiver of notice of any such first meeting shall be required or necessary if it be held within thirty (30) days or less after the annual meeting, and any and all business of any nature or character may be transacted as such first meeting.

4.2 Regular meetings of the Board of Directors shall be held at such time and place as shall be designated from time to time by resolution of the Board of Directors. All meetings of the Board of Directors shall be open to the membership of the Corporation, however notice of such regular meeting shall not be required.

4.3 Special meetings of the Board of Directors shall be held whenever called by the President, Vice-President, Secretary, or a majority of the Directors then in office. Notice of each special meeting shall be given by any officer of the Corporation by telegraph, mail, telephone, or personal delivery to each Director at his residence or usual place of business at least two (2) days prior to the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.4 The majority of the Directors then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum be present or in attendance thereat. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, the character of the Corporation, or by these By-laws.

4.5 At meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board of Directors may determine. At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a Chairman shall be chosen from the Directors present. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer appoint any person to act as Secretary of the meeting.

Section 5. MANNER OF ACTING

No Director or officer of the Corporation shall be required to devote his time or render services exclusively to the Corporation. Each Director and officer of the Corporation shall be free to engage in any and all other businesses and activities either similar or dissimilar to the business of the Corporation without liability to this Corporation. Likewise, each and every Director and officer of the Corporation shall be entirely free to act for and serve any other corporation or corporations, entity, or entities, in any capacity or capacities and become a Director or officer of any other corporation or corporations, entity, or entities, whether or not the purposes, business, and activities of this Corporation, without breach of duty to this Corporation or its members and

without liability of any character or description to the Corporation or its members. No contract or other transaction of this Corporation shall ever be affected by the fact that any Director officer of the Corporation is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the disinterested Directors present at a meeting of the Board of Directors at which such contract or transaction shall be authorized or confirmed.

Section 6. QUORUM

The majority of the Directors then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum be present or in attendance thereat.

Section 7. GENERAL

7.1 The Board of Directors, except as in these By-laws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or expressly authorized by the By-laws, no officer or agent or employee shall have any power or authority to bind the Corporation by an contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

7.2 No loan shall be contracted on behalf of the Corporation and no negotiable papers shall be issued in its name unless approved by a majority vote of the Board of Directors.

7.3 All checks, drafts, and other orders for the payment of monies out of the funds of the Corporation, and all notes or other evidences or indebtedness of the Corporation shall be signed on behalf of the Corporation by a minimum of two (2) authorized members of the Board of Directors and in such manner as shall from time to time be determined by resolution of the Board of Directors.

7.4 All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select and for the purpose of such deposit. The President, Vice-President, Treasurer, and Secretary may endorse, assign, and deliver checks, drafts, and other orders for payment of monies which are payable to the order of the Corporation.

7.5 Administration of the Corporation and establishment of policies regarding the recreational facilities is handled through the Board of Directors, all whom must be residents of WOODEDGE VILLAGE SUBDIVISION and members of the Corporation. Per Article VI, Section I and Section 5, regular monthly meetings of the Board of Directors of the Corporation will be held at the principal office of the Corporation. At this meeting, residents are encouraged to recommend to the Board of Directors ways in which services can be improved and to help spot problem area that sometimes arise.

The Board of Directors shall at its complete discretion and authority establish, revise and/or modify any and all rules, guidelines, and conditions for the use, penalties, operation, and protection of Corporation facilities to include but not be limited to the clubhouse, tennis courts, swimming pool, pipeline right-of-way, and playgrounds.

Section 8. NON-EXCLUSION ACTIVITIES

No Director or officer of the Corporation shall be required to devote his time or render services exclusively to the Corporation. Each Director and officer of the Corporation shall be free to engage in any and all other business and activities either similar or dissimilar to the business of the Corporation. Likewise, each and every Director and officer of the Corporation shall be entirely free to act for and serve any other corporation or corporations, entity, or entities, in any capacity or capacities and become a director or officer of any other corporation or corporations, entity, or entities, whether or not the purposes, business, and activities thereof be similar or dissimilar to the purposes, business, or activities of this Corporation, without breach of duty to this Corporation or its members and without liability of any character or description to the Corporation or members. No contract or other transaction of this Corporation shall ever be affected by the fact that any Director or Officer of the Corporation is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the disinterested Directors present at a meeting of the Board of Directors at which such contract or transaction shall be authorized or confirmed.

Section 9. NOMINATIONS AND ELECTIONS

9.1 NOMINATIONS TO THE BOARD

Nomination for election of members to Board of Directors may be made at the annual meeting from the floor. All nominations for any Director shall be a member of the Corporation in good standing. All

nominees shall consent to serve if elected either verbally at annual meeting or in writing if absent at annual meeting. If no nominations are presented, the current Board of Directors with unexpired terms of office shall continue to serve and solicit candidates for the vacant position(s) for 30 days after the annual meeting.

9.2 ELECTION TO THE BOARD

The election to the Board of Directors shall take place at the annual meeting of the members. Election for each open position on the Board shall be by secret written ballot. At such election, the members may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the restrictions. The persons receiving the largest number of votes shall be elected.

9.3 VACANCIES ON THE BOARD

If a vacancy or vacancies exist on the Board due to lack of Candidates or election of nominees for a period of Thirty (30) days after the annual meeting, the then office holding members of the Board by majority vote may select qualified person or persons to fill the empty position(s) for the balance of the term of office for that position.

Section 10. TERMS OF VOTING

The following conditions and terms shall apply to all elections and voting on issues as applicable:

10.1 One (1) vote for each tract owned by member

10.2 Absentee voting for candidates in each office is permitted provided the vote is submitted in writing, signed, and notarized with a legal description of the represented property. Absentee ballot shall be sent to the current President at the Corporation mailing address. Absentee ballots must be post marked a minimum of seven (7) days prior to the election.

10.3 Write-in candidates are permitted provided the candidate meets all qualifications for the Board of Directors and shall be willing to serve.

ARTICLE VI - OFFICERS

Section 1. ENUMERATION OF OFFICES

The officers of the Corporation shall be a President (who shall be a Director), a Vice-President (who shall be

a Director), a Secretary (who shall be a Director), and a Treasurer (who shall be a Director). One Director may hold only one office at a time.

Section 2. TERM OF OFFICE

The officers of this Corporation shall be elected annually by a majority vote of the Board of Directors. Each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, forfeit his membership by the sale of his property, or otherwise disqualified to serve.

Section 3. VACANCY IN OFFICE

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

All officers shall be subject to removal either with or without cause by vote of a majority of the whole Board of Directors.

In the event of death, resignation, or removal of an officer, his successor shall be elected by a majority vote of the Board of Directors at a special meeting and serve for the unexpired term of his predecessor.

ARTICLE VII - DUTIES OF OFFICERS

Section 1. PRESIDENT

The President (who shall be a Director), subject to the control of the Board of Directors, shall be in general charge of the affairs of the Corporation in the ordinary course of its business. The duties of the President shall be, but not limited, to the following:

- 1) To preside at all meetings of the members and of the Board of Directors,
- 2) To make, to sign, and to execute all deeds, conveyances, assignments, bonds, contracts, and other obligations and any and all other instruments and papers of any kind or character in the name of the Corporation,
- 3) To perform such duties as set out in these By-laws and the adopted parliamentary authority,
- 4) To perform such duties as directed by the majority of the membership,
- 5) To appoint Chairperson to any and all committees established by the Board of Directors,
- 6) To appoint a Parliamentarian and Sergeant at Arms as the need requires,
- 7) To serve as an exofficio member of any and all committees,
- 8) To sign with the Treasurer or other officers authorized by the Board of Directors all checks to disburse monies of the Corporation,

- 9) To perform such duties as usually pertain to the office of President,
- 10) To perform such other duties as may from time to time be assigned to him by the Board of Directors,
- 11) A voting member of the Board of Directors.

Section 2. VICE-PRESIDENT

The Vice-President (who shall be a Director) shall have the usual powers and duties pertaining to his office, together with such other powers and duties as may be assigned to him by the Board of Directors, and the Vice-President shall have and exercise the powers of the President during that officer's absence or inability to act. 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 by the President at the time such action was taken. Duties of the Vice-President shall be, but not limited to, the following:

- 1) To exercise the powers of the President during that officer's absence or inability to act.
- 2) To succeed to office of President for the unexpired portion of the term in the event of a vacancy in the office of President.
- 3) To preform such other duties as may be from time to time assigned to him by the Board of Directors or the President,
- 4) A voting member of the Board of Directors.

Section 3. SECRETARY

The Secretary (who shall be a Director) shall keep the minutes of all meeting of the Board of Directors and minutes of all meeting of the members in books provided for that purpose; he shall maintain a record of all correspondences and letters; he shall attend to the giving and serving of all notices; he may sign with the President or Vice-President in the name of the Corporation all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Corporation. He shall have charge of and maintain and keep such books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any Director upon request at the office of the Corporation during business hours and he shall, in general, perform all the duties incident to the office of Secretary subject to the control of the Board of Directors. Duties of the Secretary shall be, but not limited to, the following:

- 1) To maintain records, contracts, and legal documents with outside companies and entities such as but not limited to trash collection, landscape services, extermination and fogging services, pool maintenance, and security services.
- 2) To maintain all certificates of insurance for service contracts.
- 3) To maintain official copies of the Restrictions, Corporation Warranty Deeds for property, and survey maps for Corporate Property,

- 4) To attest to all contracts, other legally documents, and important papers.
- 5) A voting member of the Board of Directors.

Section 4. TREASURER

The Treasurer (who shall be a Director) shall have custody of all the funds and securities of the Corporation which come into his hands. When necessary or proper, he may endorse, on behalf of the Corporation, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in manner described by the Board of Directors; he may sign all receipts and vouchers for payment made to the Corporation, either alone or jointly with such officers as is designate by the Board of Directors; whenever required by the Board of Directors, he shall render a statement of his cash and other accounts; he shall enter or cause to be entered regularly accurate accounts of all monies received and paid out on account of the Corporation; he shall at all reasonable times exhibit his books and accounts to any Director of the Corporation; he shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors; he shall be custodian of any and all financial records (check books, passbook, account numbers, etc.) of the Corporation; he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require. Duties of the Treasurer shall be, but not limited to, the following:

- 1) To Pay any and all bills, invoices, statements of accounts due,
- 2) To periodically check the Post Office Box at 11902 Jones Road, Suite L-176,
- 3) To distribution of any and all mail to officers and WOODEDGE

ARCHITECTURAL

CONTROL COMMITTEE,

- 4) A custodian of Post Office Box key or keys,
- 5) To co-ordinate and communicate with the designated Certified Public Accountant employed by the Corporation.

6) To co-ordinate and communicate with the designated Professional Management company employed by the Corporation.

- 7) To inform the Board of Directors and to process any and all delinquent accounts as outlined in Article XI, Section 2.

- 8) A voting member of the Board of Directors.

Section 5. TRANSFER OF POWERS

The final duty of each and every officer as he leaves office shall be to transfer and convey to the incoming officers-elect all books, records, papers, and other Corporate property (keys) for each respective offices.

ARTICLE VIII - STANDING COMMITTEES

The Board of Directors may appoint any standing committees it deems necessary for the operation and welfare of the Corporation. These standing committees shall automatically be dissolved upon completion of the assigned task or at the time established by the Board of Directors. Any committee may be dissolved when the Board decides such. Any expense incurred by a committee in carrying out duties shall be approved by the Board.

ARTICLE IX - SPECIAL COMMITTEES

The Board of Directors may appoint any special committees it deems necessary for the operation and welfare of the Corporation. These special committees shall automatically be dissolved upon completion of the assigned task or at the end of the term of office for the appointing Board. Any committee may be dissolved when the Board decides such. Any expense incurred by a committee in carrying out duties shall be approved by the Board.

ARTICLE X - MISCELLANEOUS

Section 1. FISCAL YEAR

The fiscal year of the Corporation shall end on Midnight on December 31, of each year.

Section 2. BOOK AND RECORDS

The books, records and documents of the Corporation shall at all times during reasonable business hours be subject to inspection by any member. The Restrictions, the Articles of Incorporation and the By-laws of the Corporation shall be available for inspection by any member at the principal office of the Corporation. The Board of Directors, at its discretion, may elect to store the valuable documents of the Corporation in a safety deposit box or other secure, fire proof facilities provided a legible copies of said documents are retained at the principal office of the Corporation.

Section 3. CONFLICTS

In the case of any conflicts between the Articles of Incorporation and these By-laws, the Articles of Incorporation shall control. In the case of any conflicts between the Deed Restrictions and these By-laws, the Deed Restrictions shall control.

ARTICLE XI - ANNUAL MAINTENANCE FEE

Section 1. MAINTENANCE FEE - GENERAL

1.1 The WOODEDGE VILLAGE COMMUNITY IMPROVEMENT ASSOCIATION (the Corporation), a non-profit corporation under the State of Texas, commonly referred to as the "The Corporation" or the "The CIA", was created to provide certain services to the resident of WOODEDGE VILLAGE SUBDIVISION,

SECTION ONE and TWO. Those presently included are: Garbage Collection, Maintenance of Esplanades and Entries, Insect Fogging, Security Patrol, Clubhouse Facilities, Swimming Pool, Tennis Courts, Playground, Insurance, Street Lighting, all other Utilities for Operation of Common Facilities. These services are typically provided through CITY TAXES, but must be done through a maintenance fund since WOODEDGE VILLAGE

SUBDIVISION is not provided with city services.

1.2 Funds for the Corporation are provided through collection of an annual maintenance fee paid by each lot owner, whether that lot is owned by a resident, a builder, an absentee landlord, or the developer. The present maximum fee is \$525.00 annual per lot, the maximum currently allowed by the Restrictions. The lot owner is responsible for paying the fee directly to the Corporation or its Agent(s) each January or to be sure their mortgage company pays the fee directly to the Corporation or its Agent(s). Interest shall be assessed for late payment. The ultimate responsibility for payment of the maintenance fee remains with the lot owner. Any members of the Corporation may contact any member of the Board of Directors of the Corporation with any question or attend the monthly Board meeting. Each lot owner is automatically a member of the Corporation and may use the recreational facilities for his family and for a small fee for his personal guests.

Section 2. PROCEDURE FOR COLLECTION OF DELINQUENT MAINTENANCE FEES

2.1 "Delinquent Fee" shall mean and refer to any unpaid maintenance fee after January 31 of the year in question. All maintenance fees shall be due on January 1 and be considered delinquent after January 31 of the year.

2.2 The Board of Directors reserve the right to charge a penalty for delinquent fees at the maximum interest rate allowed by law or less at the discretion of the Board.

2.3 Copies of all correspondences, notices, and letters from the Corporation, Corporation's agent or attorney regarding delinquent maintenance fee shall be sent to the Secretary of the Board of Directors and the Owner of Record.

2.4 Prior to issuance of any Notice of Assessment or legal action, a Title Search for the lot which is delinquent shall be preformed to update the records of the Corporation. All notices shall be addressed to owner of record based on current Title Search.

2.5 The Corporation shall not accept partial payments for the annual maintenance fee except as provided in Article XI, Section 2.10.

2.6 The following procedure and timetable shall be adhered to for the collection of any delinquent maintenance fees as defined in SECTION 2, Paragraph 1 of Article XI:

a) FEBRUARY 1st. or first working day thereafter -

Corporation or its agent shall notify the Owner of record of the delinquent

maintenance fee and that the Corporation through its agent shall terminate trash collection on March 1st. unless the maintenance fee is paid by that date.

b) MARCH 1st. or first working day thereafter - Corporation through its agent shall terminate trash collection to the lot that is delinquent in the maintenance fee.

c) APRIL 1st. or first working day thereafter - Corporation through its attorneys shall notify the Owner of record by letter demanding payment and of tentative legal action to collect a delinquent indebtedness.

d) MAY 1st. or first working day thereafter - Corporation through its attorneys shall initiate legal action on the Owner of record for collection of delinquent fee. This action must be approved by the majority of the Board of Directors of the Corporation.

2.7 After the legal action in Article IX, Section 2.6c has been taken, the indebtedness on the delinquent account shall be equivalent to the delinquent maintenance fee plus interest, filing fees, court costs, and attorney's fees. All interest, filing fees, court costs, and attorney's fees shall be added immediately to the indebtedness as soon as the expenses are incurred.

2.8 After the legal action in Article XI, Section 2.6d has been taken, the matter of delinquent fee for the property in question shall rest with the Corporation's attorneys and the court system. All correspondence and discussions on the subject and related legal actions shall be through the Corporation's attorney.

2.9 Any lot that is both delinquent with the maintenance fee and comes up for sale (FOR SALE sign) shall have a Notice of Assessment filed on the lot in question in the Harris County Real Property Records for all unpaid and delinquent maintenance fees, filing costs and attorney's fees immediately. This action may be performed or requested by any member of the Board of Directors through the Corporation's agent(s).

2.10 The Board of Directors reserves the right to negotiate any and all special payment arrangements and to waiver interest penalties, but not attorney's fees and court costs if any, of delinquent maintenance fees in hardship cases without setting any precedent for handling other cases without regard to race, sex, color, national origin, or religious creed. The definition of "hardship" shall be totally and solely at the discretion of the Board of Directors. If the Owner fails to make special and continued special payments until total maintenance fee is paid, the account shall be considered to be delinquent Thirty (30) days after the last partial payment by definition. The Corporation or its agent shall then follow the procedure for collection of delinquent maintenance fee as outlined in Article IV, Section 2.6 herein.

ARTICLE XII - DISSOLUTION OF CORPORATION

Upon dissolution of the Corporation per the laws of the State of Texas, the Board of Directors shall, after paying or making provisions for payment of all indebtedness and liabilities of the Corporation, dispose of all the assets of the Corporation by equal disbursal to all members of record of the Corporation at the time of dissolution.

ARTICLE XIII - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Corporation in all cases to which they are applicable and in which they are not in conflict with these By-laws, the Restrictions, Article of Incorporation, and any special rules of order the Corporation may adopt.

ARTICLE XIV - INDEMNIFICATION OF BOARD OF DIRECTORS

The Corporation shall indemnify the members of the Board of Directors in compliance with Vernon's Statutes, State of Texas, Article 1396-22.22A. The Corporation shall indemnify member(s) of the Board of Directors who was, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director of the Corporation provided said person(s):

1. Acted in good faith,
2. Reasonably believed that:
 - a) In the case of conduct in his official capacity as a director of the Corporation, that his conduct was in the Corporation's best interest,
 - b) In all other cases, that his conduct was at least not opposed to the Corporation's best interest,
3. In the case of any criminal proceeding, has no reasonable cause to believe his conduct was unlawful.

ARTICLE XV - AMENDMENTS

These By-laws may be supplemented, altered, amended, or repealed either by the affirmative vote of a fifty-one percent (51%) majority of the members of the Corporation as a whole at a special meeting called for the specific purpose of voting on the By-laws, or by the affirmative vote of a majority of the Board of Directors at any regular or special Board meeting at which all Board members are present.