

NOTICE OF DEDICATORY INSTRUMENTS
FOR
KINGS POINT TRAIL ASSOCIATION

THE STATE OF TEXAS

COUNTY OF HARRIS

The undersigned, being the authorized representative of Kings Point Trail Association, 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:

155,504 acres of land in the Amasa Turner Survey, A-757, and the John W. Asbury Survey, A-91, Harris County, Texas shown on the plat of Fosters Mill Village, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 290, Page 114 of the Map Records of Harris County, Texas, save and except Unrestricted Reserve "G", and Lots 1 through 30 of Block Nine (9); Lots 1 through 61 of Block Twelve (12); Lots 1 through 25 of Block Thirteen (13); Lots 1 through 12 of Block Fourteen (14); Lots 1 through 30 of Block Fifteen (15); Lots 1 through 7 of Block Sixteen (16); and Lots 1 through 15 of Block Eighteen (18),

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. Document:

Declaration of Covenants, Conditions and Restrictions

 - b. Recording Information:

Harris County Clerk's File No. G412158

3. Dedicatory Instruments. In addition to the Restrictive Covenants identified in Paragraph 2, above, the following documents are Dedicatory Instruments governing the Association:
 - a. Articles of Incorporation of Kings Point Trail Association;
 - b. Bylaws of Kings Point Trail Association;
 - c. Payment Plan Policy for Kings Point Trail Association;
 - d. Open Records Policy for Kings Point Trail Association; and
 - e. Records Retention Policy for Kings Point Trail Association.

This Notice is being recorded in the Official Public Records of Real Property of Harris 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 either the originals or true and correct copies of the originals.

Executed on this 7th day of January, 2012,

KINGS POINT TRAIL ASSOCIATION

By: 4746 7771
Rick S, Butler, authorized representative

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Kings Point Trail Association, 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 ____ day of January, 2012, to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

Return to:

Rick S. Butler
BUTLER —AILEY
8901 Gaylord Drive, Suite 100
Houston, Texas 77024
210309



DONNA DICKEY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES **12**
MARCH 17, 2014 b,

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ARTICLES OF INCORPORATION
OF
KINGS POINT TRAIL ASSOCIATION

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In compliance with the requirements of the Texas Non-Profit Corporation Act, the undersigned, all of whom are citizens of the State of Texas, and all of whom are at least twenty-one (21) years of age, have this day voluntarily associated themselves for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Kings Point Trail Association, hereinafter referred to as "Association".

ARTICLE II

The initial registered office of the Association is located at Two Kingwood Place, Suite 110, 700 Rockmead Drive, Kingwood, Texas, 77339.

ARTICLE III

G. B. Mitchell, Jr., whose address is Two Kingwood Place, Suite 110, 700 Rockmead Drive, Kingwood, Texas, 77339, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The corporation is a non-profit corporation and does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for street lighting, street cleaning and sweeping, esplanade maintenance and maintenance and preservation of the Common Area within Fosters Mill Village, a subdivision as defined in that certain instrument called "Declaration of Covenants, Conditions and Restrictions" to be filed in the office of the County Clerk of Harris County, Texas, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and to be recorded in the office of the County Clerk of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) 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 or personal property in connection with the affairs of the Association.

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members;

(g) 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 or hereafter have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the Association to do any act in violation of said Non-Profit Corporation Act, and all such objects or purposes are subject to such Act.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot, parcel, apartment or tract of commercial land (as defined in the Declaration) which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot, parcel, apartment or tract of commercial land which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot, parcel or tract of commercial land owned and two-thirds (2/3) vote for each apartment owned. When more than one person holds an interest in any lot, parcel, apartment or tract of commercial land, all such persons shall be members. The vote of such lot, parcel, apartment or tract of commercial land shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot, parcel or tract of commercial land or two-thirds (2/3) vote with respect to any apartment.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot, parcel, apartment or tract of commercial land owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1990.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

1. John Bruton, Jr., Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339

2. J, C. Byrd, Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339
3. J. K. Rader, Jr., Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339
4. Harvey H. Scott, Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339
- S. C. G. Kitson, Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339
6. Gary L. Robison, Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339
7. C. R. Parish, Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339
8. G. B. Mitchell, Jr., Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339
9. J. D. Graham, - Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339.

At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect three (3) directors for a term of three (3) years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall not be transferred to or received by any individual, but shall, pursuant to a lawful plan of distribution, be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

INCORPORATORS

The names and addresses of the three (3) incorporators are:

1. J. C. Byrd, Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339
2. G. B. Mitchell, Jr., Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood, Texas 77339

3. John Bruton, Jr., Two Kingwood Place, Suite 110,
700 Rockmead Drive, Kingwood Texas 77339.

IN WITNESS WHEREOF, for the purpose of forming this corporation
under the laws of the State of Texas, we, the undersigned, constituting
the incorporators of this Association, have executed these Articles of
Incorporation this Wilt day of _____, 1979.



J. C. BYRD



G. B. MITCHELL, JR.




JOHN BRUTON, JR.

O If _____
O X _____
O K _____
(AMC) _____

STATE OF TEXAS

COUNTY OF MONTGOMERY

I, aleAte.e...e.A-So-4, a Notary Public, do hereby certify that
on this 10 day of _____ 1979, personally appeared before me,
J. C. BYRD, who being by me first duly sworn, declared that he is the
person who signed the foregoing document as incorporator and that the
statements therein contained are true.



Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF MONTGOMERY

CORALKE CASEY
Notary Public (Warrant for Harris County Texas)
My Commission Expires 1-2-80

I, _____ J/J _____ a Notary Public, do hereby certify that
on this _____ day of _____ / .4 1979, personally appeared before me,
G. B. MITCHELL, JR., who being by me first duly sworn, declared that
he is the person who signed the foregoing document as incorporator and
that the statements therein contained are true.

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Notary Public in and for
Harris County, Texas •

STATE OF TEXAS

COUNTY OF MONTGOMERY 0

NOTARY PUBLIC IN AND FOR TEXAS
My Commission Expires _____

I, 717 10 day of _____, a Notary Public, do hereby certify that
on this 10 day of _____ 1979, personally appeared before me,
JOHN BRUTON, JR., who being by me first duly sworn, declared that he
is the person who signed the foregoing document as incorporator and
that the statements therein contained are true.

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Notary Public in and for
Harris County, Texas

DOROTHY R. BETTBS
Notary Public in and for Harris County, Texas
My Commission Expires, Y=0 eD

BY-LAWS
OF
KINGS POINT TRAIL ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Kings Point Trail Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Two Kingwood Place, Suite 110, 700 Rockmead Drive, Kingwood, Texas 77339, but meetings of members and directors may be held at such places within the State of Texas, Counties of Harris and Montgomery, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Kings Point Trail Association; a non-profit corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, Parcel, Apartment or tract of Commercial Land 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 4. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all zeal property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot, Parcel, Apartment or tract of Commercial Land is: None.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception, however, of any Parcel, Apartment, Commercial Land, public school land, church land, any Common Area and all unrestricted reserves until such time as the use of said unrestricted reserves shall be defined by a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

Section 7. "Parcel" shall mean and refer to any residential townhouse or patio home on land situated within the Properties and which land is made subject to residential townhouse or patio home use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

Section 8. "Apartment" shall mean and refer to any residential living unit in an apartment building on land situated within the Properties and which land is made subject to residential apartment use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

Section 9. "Commercial Land" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and restricted to commercial use or any plot of land within the boundaries of the Properties which is made subject to a commercial use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas, with the exception of any Lot, Apartment, Parcel, public school land, church land and Common Area.

Section 10. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., their successors and assigns

if such successors or assigns should acquire the property from the Declarant for the purpose of development.

Section 11. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

Section 12. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Clerk of Harris County, Texas.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within two years from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the vote of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or Commercial Land.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; each term to end on the date the annual meeting of the Association is actually held and not before; and at each such annual meeting thereafter the Members shall elect three (3) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. 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 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations 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 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. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. 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 shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (.3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members

and their guests thereon, and to establish penalties for the infraction thereof

(b) Suspend the voting rights and right to use of 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 bearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

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

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

(1) fix the amount of the annual assessment against each Lot, Parcel, Apartment and tract of Commercial Land at least thirty (30) days in advance of each annual assessment period;

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

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

(d) 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 for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

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

(g) Cause all of the southerly one-half (1/2) of Kingwood Drive which is adjacent to and abuts the Properties to be swept and lighted and all that one-half (1/2) of the esplanades within such street and all the Common Area and recreational facilities owned by the Association to be maintained from the funds received through the annual assessment, and which assessments funds that are made available for such street sweeping and lighting and esplanade and Common Area and recreational facility maintenance shall be apportioned and expended in an equitable manner over the entire applicable street and esplanade area and all of the Common Area and recreational facilities owned by the Association.

(h) Cause the Common Area to remain open for the free flow of pedestrian and bicycle traffic to and from the adjoining common area or areas of an adjoining association or associations, and to common area or areas contiguous thereto.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year ending on the date the next annual meeting is actually held unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and promissory notes.

VICE PRESIDENT

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

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank

accounts'all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign promissory notes of the Association; keep proper books of account; cause an annual audit.of the Association books to be made by a competent accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The **Association** shall **appoint** a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws 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.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to 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 highest rate of interest per annum allowed in the State of Texas, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the services as stated in Article IV, Section 2, of the Declaration or by non-use of the streets or Common Area or abandonment of his Lot, Parcel, Apartment or tract of Commercial Land.

ARTICLE XII

APPEALS

Section 1. Right of Appeal. A Member may appeal any decision of any committee appointed pursuant to Article IX hereof to the Board provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of such committee until such time, if any, as the Board amends or reverses the committee's decision.

Section 2. Appeals Petitions. Appeals petitions shall be legibly written and shall be submitted in form satisfactory to the Board.

Section 3. Hearing. Any Member filing an appeal as hereinabove set forth shall be entitled to a hearing before the Board upon at least seven (7) days prior written notice to all interested parties.

Section 4. Decision. Following the hearing, the Board may, by majority vote of a quorum as herein provided, uphold the decision of the committee in its entirety, may amend such decision, or may overturn such decision.

Section 5. Further Action. A Member shall exhaust all available remedies as herein provided before such Member may resort to a court of law for relief with respect to any committee decision, provided that such limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments,

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "FOSTERS MILL VILLAGE COMMUNITY ASSOCIATION".

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE XV

PRINCIPAL OFFICE

The principal office of the Association shall be designated by the Board by Directors and shall remain as such until changed by further resolution of the Board.

ARTICLE XVI

MISCELLANEOUS

Section 1. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 2. The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVII

INDEMNIFICATION

The Association shall indemnify any Trustee, former Trustee, officer, or former officer of the Association for expenses and costs (including Attorneys' fees) actually and necessarily incurred in connection with any claim asserted, by action in court or otherwise, by reason of such person being or having been such Trustee or officer, except in relation to matters as to which such person shall have been guilty of negligence or misconduct in respect to any matter in which indemnity is sought.