

AMENDED AND RESTATED BY-LAWS PECAN GROVE PLANTATION

PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I.

General Provisions
References and Definitions

Section 1: Reference is made for all purposes to the following:

- (a) The plats of the subdivision known as "Pecan Grove Plantation," Fort Bend County, Texas, which plats are recorded in the Map Records of Fort Bend County, Texas.
- (b) Reservations, Restrictions and Covenants of Pecan Grove Plantation, for each and every platted section, such instruments being recorded in the Deed Records of Fort Bend County, Texas (which instrument shall be referred to as the "Restrictions").

Section 2: This corporation is the identical corporation (which is referred to as the "Property Owners' Association") in the aforesaid recorded Restrictions of Pecan Grove Plantation. This corporation shall have all the rights, powers, privileges and authority vested in it under said Restrictions and shall carry out all the functions and responsibilities therein assigned and those which may hereafter be assigned to the Association.

Section 3: The following terms, when used in these By-Laws, shall have the respective definitions set forth below:

- (a) The term "Pecan Grove Plantation" shall mean the aforesaid subdivision known as Pecan Grove Plantation, (including all platted sections) and shall include all additional sections which may be developed and platted hereafter. The term shall not include any sections of the Grove for which a separate Property Owners' Association or community improvement association exists or is created.
- (b) The term "lot" means each of the lots as designated on the said plat.
- (c) The term "common property" means the areas of the aforesaid plats designated "Reserve", "Unrestricted Reserve", "Street" or "Restricted Reserve" and any improvements erected thereon in accordance with the provisions of said Restrictions and these By-Laws.

- (d) The term "subdivision" means the aforesaid Pecan Grove Plantation as shown on the aforesaid plans (and including all sections thereof, including those which may be hereafter platted and developed).
- (e) The term "Developer" means the joint venture composed of Atlas Realty Company, J.B. Land Co., Inc. and Belcross, Inc., or either of them, their successors and assigns.
- (f) The term "unsold" when used with reference to a building site in Pecan Grove Plantation shall mean that the title to such building site has not been conveyed out of Developer and that Developer is actively engaged in activities designed to promote the sale of the building site to any person or entity not affiliated with Developer.

Section 4: In the event of any conflict or inconsistency between the provisions of these By-Laws and the provisions of the Restrictions, the provisions of the Restrictions shall supersede, control and govern.

ARTICLE II.

Functions of the Corporation

Section 1: Purposes: The purposes for which the Association is formed are for the support of a benevolent undertaking, namely being the conducting of property improvement campaigns, safety campaigns and health campaigns for the residents of Pecan Grove Plantation. To carry out said purposes properly, the Association may at the discretion of its Board of Trustees 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:

- (a) The Association, for the benefit of lot owners, may accept conveyances of and may own streets and common areas in Pecan Grove Plantation, Fort Bend County, Texas.
- (b) The Association may own, lease, provide control, maintain and operate recreational facilities and private park areas.
- (c) The Association may arrange for and provide refuse collection.
- (d) The Association may pay any ad valorem taxes and other assessments levied or imposed against the common property.

- (e) The Association may construct and maintain rights-of-way and easements.
- (f) The Association may do all things necessary for the upkeep, repair and maintenance of all common property and the placement of improvements, fixtures and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures and equipment.
- (g) The Association may provide for the landscaping of the common property and portions of the lots necessary for the whole subdivision.
- (h) The Association may pay legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the maintenance fund charge applies.
- (i) The Association may pay all reasonable and necessary expenses in connection with the collection and administration of the maintenance fund charge.
- (j) The Association may care for vacant lots.
- (k) The Association may hire courtesy guards or patrols.
- (l) The Association may do all things necessary to provide for the exterior maintenance of all residents, to the extent provided for by the Restrictions and may send invoices or take other necessary action to collect the cost of such exterior maintenance from the owner of the building site.
- (m) The Association may do any other thing necessary or desirable in the opinion of the Association to keep the property in the subdivision in neat and good order, or which it considers of general benefit to the owners or occupants of the building sites, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith.
- (n) The Association shall set and establish the amount of the Maintenance Charge and Special Maintenance Charges which may be imposed by the Restrictions for each year; shall hold and administer for the Maintenance Funds (as defined in said Restrictions) and expend such Maintenance Funds for the purposes contemplated by and in accordance with the terms and provisions of said Restrictions and these By-Laws; shall take such action as it deems appropriate, in its discretion, to enforce the collection of the Maintenance Charges.
- (o) The Association may acquire by gift, purchase or otherwise own, hold, enjoy,

lease, operate, maintain, and convey, sell, lease, transfer, mortgage, or otherwise dispose of real or personal property in connection with the business of the Association.

- (p) The Association may borrow for the purpose of carrying out the corporate affairs.
- (q) The Association may contract with other entities to collect fees for use of recreational or social facilities.
- (r) The Association may, pursuant to its authority to set the Maintenance Charge, include in such charge any extra amounts or special assessments which the Association may deem necessary to carry out its purposes hereunder are beneficial to said subdivision.

Section 2: Area: The activities of the Association shall be limited to the area known as Pecan Grove Plantation, the aforesaid subdivision in Fort Bend County, Texas (and including all sections thereto which may hereafter be platted and developed); the activities of the Association shall also apply to such other areas as may hereafter voluntarily or through the operation of conditions, covenants, restrictions, easements, reservations or charges pertaining to the same be placed under or submitted to the jurisdiction of the Association and be accepted as within the jurisdiction of the Association of the Board of Trustees of the Association.

ARTICLE III. Members

Section 1: Annual Meeting. The annual meeting of the members shall be held during October each year at a date, time and place designated by the Board of Trustees for the purpose of electing Trustees 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 office of the Association in Pecan Grove Plantation Subdivision, Fort Bend County, Texas, unless otherwise determined by the Board of Trustees. Notice of the annual meeting shall be given to all members not more than twenty (20) nor less than ten (10) days prior to the meeting by sending same to each record owner by first class mail, postage prepaid.

Section 2: Special Meeting. Special meetings of the members shall be held at the office of the Association in Pecan Grove Plantation Subdivision, Fort Bend County, Texas, or at such other places 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 a Vice-President or by the Board of Trustees, or by twenty-five percent (25%) of the members eligible to vote. 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 first class mail, postage prepaid to each of the members of the Association at their respective addresses, as shown by the

records of the Association, at least five (5) 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: Ten percent (10%) of the members eligible to vote, present in person or by proxy, shall constitute a quorum for all purposes at any meeting of the members. If the number of members necessary to constitute a quorum at any annual or special meeting of the members shall fail to attend in person or by proxy, the members present in person or by proxy, may adjourn any such meeting from time to time without notice other than by announcement at the meeting until the number requisite to constitute a quorum shall be present or attend in person or by proxy. A majority of the members present or by proxy, may also adjourn any annual or special meeting from time to time without notice, other than by announcement at the meeting, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment or adjournments thereof shall have been completed. At any such adjourned meeting at which a quorum may be present, in person or by proxy, any business may be transacted which might have been transacted at the meetings as originally notified or called.

Section 4: Organization. The President of the Association and in the event of his absence, a Vice-President of the Association, 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 Association, the members present may appoint a chairman. The Secretary of the Association or in his absence, an Assistant Secretary, shall act as Secretary of all meetings of the members, but in the absence of the Secretary and an Assistant Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 5: Qualifications: Membership in the Association shall be as follows: There shall be one membership for each lot in the subdivision. Regardless of the number of persons who may own a lot (such as husband and wife or joint tenants, etc.), there shall be but one membership for each lot.

Section 6: Voting: Each lot shall be entitled to one (1) vote at each meeting of the members. Joint owners of a lot shall designate in writing to the Association the party authorized to cast the membership vote for such joint owners, which written designation shall remain in effect until modified by a similar written designation or until the lot is sold. The executor, administrator or legal representative of any deceased member shall be entitled to cast the vote of such deceased member at any meeting of members. Each member may vote in person or by proxy appointed by instrument in writing and subscribed by the member or by the duly authorized attorney of such member. At all meetings of members all questions, except those the manner of which is otherwise expressly governed by statute, the charter of the Association or by the By-Laws, shall be decided by the vote of a majority of the members of the Association present in person or by proxy and entitled to vote, a quorum being present. All voting shall be by

secret ballot.

ARTICLE IV.

Board of Trustees

Section 1: Number of Term of Office: The business and property of the Association shall be managed and controlled by the Board of Trustees, and subject to the restrictions imposed by any law, by the charter, or by these By-Laws, the Board of Trustees may exercise all the powers of the Association. Each member of the Board of Trustees will serve a two (2) year term of office.

The number of Trustees shall be seven (7). The Trustees whose terms are expiring shall be elected each year at the annual meeting of the members or at the adjourned annual meeting, if the same is not held when provided by these By-Laws, each Trustee shall be elected to hold office and serve until his successor shall be elected and shall qualify.

Any vacancy occurring in the Board of Trustees shall be filled by vote of a majority of the Trustees then in office.

No member shall vote or be permitted to run for or remain a member of the Board of Trustees who is more than sixty (60) days in arrears on payment of any such maintenance charges, special charges, or other lawful charge of the Association.

No members shall be permitted to vote, run for or remain a member of the Board of Trustees who has received an official notification that their conduct or their property is in any manner in violation of the Deed Restrictions and who has not cured such violation(s) after receipt of written notice or who has a lawsuit pending against them by the Association for Deed Restriction violations.

At the annual meeting of the membership to be held in December, 1995, the four (4) candidates for the Board of Trustees receiving the highest number of votes shall serve two (2) year terms and the three (3) candidates receiving the next highest number of votes shall serve a one (1) year term. At all annual meetings thereafter, members of the Board of Trustees shall be elected for two (2) year terms of office.

Section 2: Meeting of Trustees: The Trustees may hold their meetings and have officers and keep the books of the Association only within the State of Texas except as otherwise provided by statute.

Section 3: First Meeting: Each newly elected Board of Trustees may hold its first meeting

for the purposes of organization and the transaction of business, if a quorum is present, immediately after the annual meeting of the members, or adjourned annual meeting of the members and no notice of such meeting shall be necessary.

Section 4: Election of Officers: At the first meeting of the Board of Trustees in each year at which a quorum is present, the Board of Trustees shall proceed to the election of the Officers of the Association. No notice or waiver of notice of any such first meeting shall be required or necessary if it be held immediately after either the annual meeting or the adjourned meeting of the members and any and all business of any nature or character may be transacted at such first meeting.

Section 5: Regular Meetings. Regular meetings of the Board of Trustees shall be held at such time and place as shall be designated from time to time by resolution of the Board of Trustees. Notice of such regular meetings shall not be required.

Section 6: Special Meetings: Special meetings of the Board of Trustees shall be held whenever called by the President, **Vice-President**, Secretary or a majority of the Trustees then in office. Notice of each special meeting shall be given by any Officer of the Association by facsimile, mail, telephone or personal delivery to each Trustee at his residence or usual place of business at least two (2) business 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 Trustee shall be present, even though without any notice, any business may be transacted.

Section 7: Quorum: The majority of the Trustees then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Trustees 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 Trustees present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Trustees, except as otherwise provided by law, the charter of the Association, or by these By-Laws.

Section 8: Order of Business: At meetings of the Board of Trustees, business shall be transacted in such order as from time to time the Board of Trustees may determine. At all meetings of the Board of Trustees, the President shall preside, and in the absence of the President, a Chairman shall be chosen from the Trustees present. The Secretary of the Association shall act as Secretary of all meetings of the Board of Trustees, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 9: Services: No Trustee or Officer of the Association shall be required to devote his time or render services exclusively to the Association. Each Trustee and Officer of the

Association shall be free to engage in any and all other business and activities either similar or dissimilar to the business of the Association without liability to the Association. Likewise, each and every Trustee and Officer of the Association 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 trustee or officer of any other corporation or corporations, entity or entities, whether or not the purposes, business and activities of the Association, without breach of duty of the Association or its members and without liability of any character or description to the Association or its members. No contract or other transaction of the Association shall ever be affected by the fact that any Trustee or Officer of the Association 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 Trustees present at a meeting of the Board of Trustees at which such contract or transaction shall be authorized or confirmed.

Section 10: Removal: A majority of the Board of Trustees may remove from the Board of Trustees any Trustee who misses three (3) consecutive regular meetings of the Board of Trustees or more than fifty percent (50%) of the regular meetings of the Board of Trustees in any twelve (12) month period or may be removed by the members at a Special Meeting called for such purpose.

Section 11. Telephone Poll: Any action which could be taken at any meeting of the Board of Trustees may be taken by telephone poll of the members of the Board.

ARTICLE V.

Officers

Section 1: Titles and Term of Office: The Officers of the Association shall be a President, one or more Vice-Presidents, a Secretary, or Treasurer and such other Officers, including but not limited to, one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board of Trustees may from time to time elect or appoint, all of which shall be Trustees. One person may hold more than one office. All Officers shall be subject to removal, with or without cause, at any time, by vote of a majority of the whole Board of Trustees. A vacancy in the office of any Officer shall be filled by vote of a majority of the Trustees then in office.

Section 2: Powers and Duties of the President: The President, subject to the control of the Board of Trustees, shall be in general charge of the affairs of the Association in the ordinary course of its business; he shall preside at all meetings of the members and of the Board of Trustees. He may make, sign and 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 Association as may be authorized by the Board of Trustees; and, he shall do and perform such other duties as may from time to time be assigned to him by the Board of Trustees.

Section 3: Vice-presidents: Each **Vice-President** 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 Trustees, 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 a Vice-president in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 4: Treasurer: The Treasurer shall be responsible for all the funds and securities of the Association which comes into his hands. When necessary or proper, he may endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board of Trustees; he may sign all receipts and vouchers for payments made to the Association, either alone or jointly with such Officer as is designated by the Board of Trustees; whenever required by the Board of Trustees he shall render a statement of his cash account; he shall enter or cause to be entered regularly on the books of the Association to be kept by him for that purpose full and accurate accounts of all moneys received and paid out on account of the Association; he shall at all reasonable times exhibit his books and accounts to any Trustee of the Association during business hours; he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Trustees; he shall, if required by the Board of Trustees, give such bond for the faithful discharge of his duties in such form as the Board of Trustees may require.

Section 5: Secretary: The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the members in books provided for that purpose; he shall attend to the giving and serving of all notices; he may sign with the President or a **Vice-President** in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association. He shall have charge of and maintain and keep such books and papers as the Board of Trustees may direct, all of which shall at all reasonable times be open to the inspection of any Trustee upon request at the office of the Association during business hours and he shall in general perform all the duties incident to the Office of the Secretary subject to the control of the Board of Trustees.

Section 6: Assistant Secretaries: Each Assistant Secretary shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned to such Office by the Board of Trustees, and the Assistant Secretaries shall exercise the powers of the Secretary during that Officer's absence or inability to act.

ARTICLE VI.

Contracts, Checks, Drafts. Bank Accounts. Etc.

Section 1: The Board of Trustees, except as these By-Laws otherwise provide, may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Association, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Trustees or expressly authorized by the By-laws, no Officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

Section 2: No loan shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by the vote of the Board of Trustees.

Section 3: All checks, drafts and other orders for the payment of money out of the funds of the Association, and all notes or other evidence of indebtedness of the Association shall be signed on behalf of the Association and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

Section 4: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Trustees may select and for the purpose of such deposit the President, a Vice-President, the Treasurer, the Secretary or any other Officer or agent or employee of the Association to whom such power may be delegated by the Board of Trustees, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.

Section 5: Annual Audit: The Association shall have its financial books and records audited by an independent CPA at the end of each fiscal year.

ARTICLE VII.

Miscellaneous Provisions

Section 1: Offices: The principal office of the Association shall be at Pecan Grove Plantation Subdivision in Fort Bend County, Texas.

Section 2: Fiscal Year: The fiscal year of the Association shall end at midnight on December 31st of each calendar year.

Section 3: Notice and Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of these By-Laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office mail box in a sealed, postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice whether before or after the time stated therein, shall be deemed equivalent to notice.

Section 4: Resignations: Any Trustee or Officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE VIII.

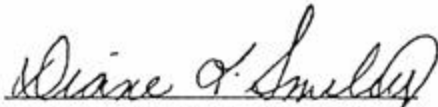
Amendments

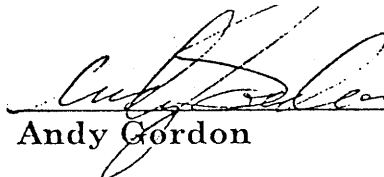
These By-Laws may be supplemented, altered, amended or repealed either by the affirmative vote of a majority of the members of the Association at any annual or special meeting.

The foregoing By-Laws were adopted by the unanimous consent of the Developer appointed Trustees, effective as of the latest date written below.

The foregoing By-Laws shall be amended only by a majority of the quorum of the members of the Association at any annual meeting or special meeting.

Attest:


Diane Smiley, Secretary


Andy Gordon
12/16/95
President

CERTIFICATE OF SECRETARY

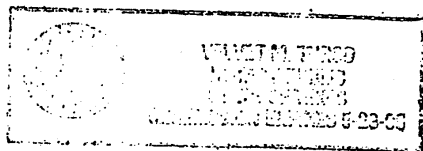
I, *Diane G. Smiley*, Secretary of the Pecan Grove Plantation Owners' Association, Inc., do hereby certify that the above Amendment to the By-Laws of Pecan Grove Plantation Owners' Association, Inc. was passed at a duly and legally noticed special meeting of the Board of Trustees of Pecan Grove Plantation Owners' Association, Inc. on the 6th day of November, 1995 at which a quorum of the Board was present.

Diane G. Smiley
Secretary, Pecan Grove Plantation Owners'
Association, Inc.

STATE OF TEXAS §

COUNTY OF FORT BEND §

This Amendment to the By-Laws of Pecan Grove Plantation Owners' Association, Inc. was acknowledged before me by *Diane G. Smiley*, Secretary of said Association, on this 6th day of November, 1995.



Velvet M. Furco
Notary Public, State of Texas