

RESTATED BY-LAWS OF THE  
OLDE CYPRESS MILL PROPERTY OWNERS ASSOCIATION, INC.

EFFECTIVE

ARTICLE I

Name and Purpose

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01/08/04 100381562

\$27.00

The name of the corporation is **Olde Cypress Mill Property Owners Association, Inc.**, hereinafter sometimes referred to as the **Association or the Corporation**. The principal office of the Corporation shall be located in Harris County, Texas, at such address as may be designated by the Corporation's Board of Directors, but meetings of Members and Directors may be held at other places within Harris County, Texas, as may be designated by the Board of Directors.

ARTICLE II

Definitions

**Section 1. Association** shall mean and refer to the Olde Cypress Mill Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

**Section 2. Properties** shall mean and refer to Cypress Villas, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 223, page 29 of the Map Records of Harris County, Texas, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

**Section 3. Common Areas**, if any, shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

**Section 4. Lot** shall mean and refer to that portion of any parcel of land shown upon any recorder subdivision map of the Properties on which there is or will be built a single family dwelling, townhouse, flag, or condominium with the exception of the Common Areas and designed reserves.

**Section 5. Owner** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having an interest in the mineral estate.

**Section 6. Covenants** shall mean and refer to the **Declaration of Covenants, Conditions and Restrictions for the Cypress Villas** per the maps or plats thereof and any additions, amendments and/or supplements thereto, as well as the Covenants for any additional sections which may hereafter be brought within (annexed into) the jurisdiction of the Association. Such covenants include, but are not necessarily limited to, covenants contained in an instrument covering the Property recorded under County File No. E-353100, Film Code Reference No. 173-09-2422 of the Official Public Records of Real Property of Harris County.

**Section 7. Members** shall mean and refer to those persons entitled to membership as provided in the Covenants and these By-laws. Every person or entity who is a recorded Owner of a fee or undivided fee interest in any Lot 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 that 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, which is subject to assessment, by

the Association. Each Owner shall, upon and by virtue of becoming an Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for the transfer of membership in the Association. Membership in the Association is expressly limited to the Owners of Lots, such ownership being the sole qualification for membership. Lots owners by the Association, county of Harris, city of Houston, or a municipal utility district, and which are set aside for recreational or civic purposes or maintained as green space under conditions set forth in the covenants in such a way as to exempt the owner of said lot from the annual assessment, do not convey membership in the Association for voting purposes or for use of common areas or recreational facilities. Such set aside lots are also not considered when determining a quorum or other set of persons for voting purposes.

**Section 8. Suspended Member** shall mean and refer to those persons who are Members of the Association whose membership has been suspended as forth hereinafter. During any period in which a Member shall be default in the payment of any annual or special assessments levied by the Association or should a Member for any reason be a judgement debtor of the Association, the voting rights and right to use any recreational facilities or common areas of such Member may be suspended by the Board of Directors until such assessment or judgement has been paid in full. Such rights of a Member may also be suspended after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rule or regulation established by the Board of Directors, governing the use of the Common Area and recreational facilities, if any.

### **ARTICLE III Board of Directors**

#### **Section 1. Board of Directors**

The affairs of the Association shall be managed by a Board of five Directors, all of who must be Members in good standing of the Association and none of who reside with any other current member of the Board of Directors. The Officers of this Association shall be a president and vice-president, who shall at all times be a member of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time resolution create. Each Director elected shall serve until a successor is duly elected and qualified. Each Director shall be elected for a term of one year. Three Board positions shall be filled in even years and two Board positions shall be filled in odd years. The Members shall elect the Directors for a term of one year to fill each expiring term.

#### **Section 2. Regular Election**

The regular election shall be held by secret written ballot at the Annual Meeting of the Members. The election results shall be announced, including the number of ballots cast for each candidate, segregated between the ballots cast by those present in person and those present by proxy, at the Annual Meeting. The candidate receiving the largest number of votes cast for that Board position is elected.

#### **Section 3. The President**

The president shall:

- (1) Preside over all meetings of the Board of Directors and Members, deciding all questions of procedure and order;
- (2) Sign all approved written instruments of the Association, including, but not limited to contracts, leases, deeds, and mortgages.
- (3) Formulate goals and plans for the year and present them to the Board of Directors or the members, as appropriate, for approval;
- (4) Execute all adopted orders, resolutions and motions of the Board of Directors and/or the members; and

- (5) Serve as Ex-Officio member of all committees.

#### **Section 4. The Vice-President**

The Vice-President shall act in the place and stead of the president in the event of the president's absence or inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board of Directors.

#### **Section 5. Secretary**

The secretary shall:

- (1) Record the votes and keep the minutes or cause the votes to be recorded and the minutes to be kept of all meetings and proceedings of the Board of Directors and of the Members and submitted all minutes at subsequent meetings for approval;
- (2) Serve or cause to be served notice of meetings of the Board of Directors and of the Members;
- (3) Keep or cause to be kept appropriate current records showing the Members of the Association together with their addresses; and
- (4) Perform such other duties as required by the Board of Directors.

#### **Section 6. Treasurer**

The treasurer shall be responsible for:

- (1) Maintaining the records of financial accounts of the Association.
- (2) Depositing receipts into a Federally insured account and disbursing expenses of the Association directed by the Board of Directors:
- (3) Maintaining a record of physical assets of the Association that are currently in use and shall notify the Secretary of any change in status;
- (4) Maintaining a depository for physical assets when not in use.
- (5) Preparing legal returns required by taxing authorities.
- (6) Preparing the budget for approval by the Board of Directors, including tentative drafts to be presented to the Board of Directors.
- (7) Preparing an annual budget and a statement of income and expenditures to be presented to the Members at the Annual Meeting, and shall make same available to each Member of the Association.

**Section 8. Removal by Board.** Any director who has failed to attend a majority of meeting within a 300-day period or who has failed to attend three consecutive meetings may be removed from the Board by a vote of the majority of the entire Board of Directors at any Regular Meeting of the Board or at any Special Meeting of the Board called for that purpose. In this section, for the purposes of determining consecutive attendance or attendance within a 300-day period, meetings shall mean any Annual Meetings of the Board, Regular Meeting of the Members, Special Meetings of the Board, or any combination thereof

**Section 9. Resignation.** Any Director may resign at any time. Such resignation should be made in writing and shall take effect at the time specified therein or, if no time is specified, at the time of its receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation..

## ARTICLE IV

### Board of Directors

#### Section 3. Regular Meetings

The Board shall meet for the transaction of business at such place as may be designated from time to time.

#### Section 4. Special Meetings

Special Meetings of the Board of Directors may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

#### Section 5. Quorum.

The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors for the time being in office, but in no instance less than three (3), shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may otherwise be provided by law.

#### Section 6. Order of Business

The Board of Directors may from time to time determine the order of business at its meeting.

#### Section 7. Chairman

At all meetings of the Board of Directors, the President, or, in his absence, and Vice President, or in the absence of both, a Chairman chosen by the Directors, shall preside.

#### Section 9. Annual Report

The Board of Directors, after the close of the fiscal year, shall submit to the members of the Property Owners' Association a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

#### Section 10. Vacancies

In the event of death, resignation, or removal of a Director, the success shall be appointed by an affirmative vote of a majority of the remaining Directors, even though such majority may constitute less than a quorum of the Board of Directors, and shall serve for the unexpired term of the predecessor until the next Annual Meeting of the Members.

#### Section 11. Waiver

The Directors, jointly or severally, shall not be responsible or be held liable for failure of the Association to provide any of the maintenance and/or improvements or services contemplated by these By-laws or otherwise result, whether or not such failure results in damage or loss to persons or property.

The Directors shall have the option of obtaining liability insurance coverage in the amounts deemed adequate by such Directors at the expense of the Association, but the failure to obtain such insurance shall not be construed against them in any manner whatsoever.

#### Section 12. Compensation.

No Director shall receive compensation for any services rendered to the Association; provided, however, that any Director may be reimbursed for any documented expenses incurred in the performance of his duties.

## ARTICLE III

### Meeting of the Members

#### Section 1. Annual Meetings

The Annual Meeting of the Members, for purposes of electing Directors, receiving all committee and financial reports, and transacting such other business as may properly come before the board, shall be held the fourth Tuesday of the month of September at a time and place near the subdivision as designated by the Board. The Board of Directors may change the Annual Meeting date at its discretion as deemed necessary, but such alternate date shall be with fifteen (15) days of the original meeting date. If the day of the Annual Meeting is a legal holiday, the Board of Directors will designate an alternate date for the Annual Meeting, such alternate date being with fifteen (15) days of the original meeting date. Additional Regular Meetings of the Members will be held the fourth Tuesdays of the months of March, June and December. Annual and Regular Meetings of the Members shall commence at 7:30 p.m.

#### Section 2. Special Meetings

Special Meetings of the Members may be called at any time by the president, by at least three Members of the Board of Directors, or upon written request of the Members who are entitled to vote at least ten (10) percent of the membership. Notice of the Special Meeting shall conform to Section 3 hereinafter and shall state the time, place and purpose of the meeting. The business transacted at such Special Meeting shall be restricted to the purpose for which it was called.

#### Section 3. Notice of Meetings

Except as otherwise provided in these By-laws, 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 paid, at least ten days (but no less than sixty (60) 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. Proxy

When more than one person owns an interest in any Lot, all such persons shall be Members. The Vote of each Lot shall be exercised as they among themselves determine, but in no event shall more than one Vote or Ballot be cast with respect to a Lot. A Member may Vote at any meeting of Members either in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Proxies shall be filed with the Secretary of the Association before or at the time of the meeting and shall automatically cease upon conveyance by the Member of their Lot. Every Proxy shall be revocable and shall specify the meeting or action to which it applies. General proxies shall be permitted. Cumulative voting shall not be allowed. No Director may vote by proxy.

#### Section 5. Quorum

The presence, either in person or by proxy, at the meeting of the Members entitled to cast at least ten (10) percent of the votes as provided herein shall constitute a quorum for any action except as otherwise provided in these By-laws. If, however, such a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

**Section 6. Adjourned Meetings.**

A majority of the Members present, either in person or by proxy, and voting may adjourn any meeting from time to time without notice, other than by announcement at the meeting, until the transaction of business submitted to such meeting or any adjournment or adjournments thereof shall have been completed. At any such meeting at which a quorum may be present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified or called.

**ARTICLE IV**

**MEMBERSHIPS**

**Section 1. Manner of Admission**

Every owner or real property in Cypress Villas, whether in person, corporation, partnership or other entity, subject to provisions of Article IV, Section 1, shall be a member of the Association.

**ARTICLE V**

**Maintenance Charges**

**Section 1. Assessments.**

As more fully described in the Covenants, each Member is obligated to pay to the Association annual 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 at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclosure the lien against the property, and interest, costs, and reasonable attorney's fees for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas, if any, or services provided by the Association or by abandonment of his Lot. This Article does not apply to Owners of lots exempted from the annual assessment by the Covenants because said lots are used as common areas set aside for recreational or civic purposes or maintained as green space.

The Board shall not increase the Association's assessments more than ten (10%) percent per annum unless a special meeting is called to consider an increase of more than ten (10%) percent to meet a special need or requirement. Such an increase must be placed on the agenda for a special meeting for a vote from the homeowners, and this increase must be approved by a majority of the homeowners attending or voting by proxy.

**Section 2.**

The Maintenance Fund may be used for, but not limited to, the following:

For Lighting, improving, and maintaining the streets and right of way areas maintained for the general use of the owners and occupants of land in Cypress Villas.

For maintenance, improving, and care of the greenbelt areas, bicycle trails, and hiking trails; for collecting and disposing of garbage, ashes, and rubbish; for employing policemen, security guards and watchmen; for fogging spraying, and control of insects; and for doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, and to eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in Cypress Villas.

**Section 3.**

Olde Cypress Mill Property Owners Association, Inc., shall have a lien on all the lots in Cypress Villas to secure the payment of maintenance charges due and to become due, and the record owners of such lots shall be personally liable for all maintenance charges.

Upon demand, Old Cypress Mill Property Owners Association, Inc. shall furnish to any owner or mortgagee or person interested a certificate showing the unpaid maintenance charges against any lot or lots.

Old Cypress Mill Property Owners Association, Inc., may, in its discretion, subordinate in writing, for limited periods of time, the liens of the Association against any lot or lots for the benefit or better security of a mortgagee or holder of a Deed of Trust or Vendor Lien.

**ARTICLE VI**

**Notice**

**Section 1. Notice.**

Whenever, according to these By-laws, a notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Texas, in a postpaid, sealed wrapper, addressed to such member or Director at his address as the same appears on the books of the Association, and the time when such notice is mailed shall be deemed the time of giving of such notice.

**Section 2. Waiver of Notice**

Any notice required to be given by these By-laws may be waived by the person entitled thereto.

**ARTICLE VII**

**Miscellaneous Provisions**

**Section 1. Corporate Seal**

The corporate seal shall have engraved thereon the following: OLDE CYPRESS MILL Property Owners' Association—Seal—Incorporated 1973, Texas. "It shall remain in the custody of the Security and shall be by him affixed to all instruments of the Association in writing requiring the corporate seal for complete execution. An impression thereof is directed to be affixed to these By-laws.

**Section 2. Fiscal Year**

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

**Section 3. Bank Accounts**

All checks, drafts or orders for payment of the Association shall be signed by two officers of the Board of Directors. Signature cards should be updated within thirty (30) days of an election if there are any change of the Directors.

**Section 4. Audit, Statements**

The books and records of the Association shall be audited at such times as shall be directed by the Board of Directors, and balance sheets and profit and loss statements shall be prepared at such times and by such persons as the directors shall determine.

**Section 5. Principal Place of Business**

the principal place of business of the Association shall be Kukendahl Road, Harris County, Texas, or such other place as the Board from time to time may designate.

### **Section 6. Contracts**

The Board of Directors, except as in these By-laws otherwise provided, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or render it liable peculiarly for any purpose or to any amount.

### **Section 7. Interest of Directors, etc.**

Subject to the restrictions of Sections 8 and 9 of this Article, this Association may enter into contracts or other transactions with any other Association, person, firm, trust, or entity even though one or more of the Directors, officers, or members of this Association may be a party to or interested directly or indirectly in such contracts or transactions in same capacity other than as a Director, officer, or member of this Association; but, if any Director or officer of this Association in connection with such matter, such other interest shall be made know to the Board of Directors before it finally authorizes or approves such contract or transaction.

### **Section 8. Prohibition Against Sharing in Corporate Earnings**

No member, Director, officer, or employee of or member of a committee of or person connected with the Association, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Association, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Association; provided, that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association in these By-laws. All members of the Association shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of the Association, whether voluntary or involuntary, the assets of the Association, after all debts have been satisfied, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the Board of Directors may determine or as may be determined by a court of law.

### **Section 9. Exempt Activities**

Notwithstanding any other provision of these By-laws, no member, Director, officer, employee or representative of this Association shall take any action or carry on any activity by or on behalf of the Association not permitted to be taken or carried on by an organization exempt under Section 501 (c) (4) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

### **Section 10. Gender and Grammar.**

The singular wherever used herein shall e construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

## **ARTICLE VIII**

### **Amendments**

#### **Section 1. Amendment.**

These By-laws may be amended by the affirmative vote of a majority of the Members present, either in person or by proxy, and voting at a Special Meeting of the Members called for that purpose or at the Annual Meeting of the Members if the notice of the Annual Meeting specifies that amendments to the By-laws will be considered.

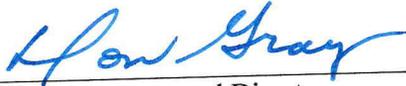
**Section 2. Conflict.**

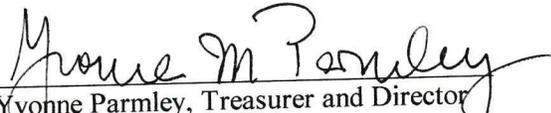
In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control. In the case of any conflict between the Covenants and these By-laws, the Covenants shall control.

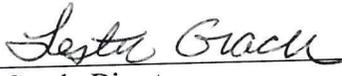
Approved by the members of the Cypress Villas Homeowners Association at the Annual Meeting of the Members on September 30, 2003.

  
\_\_\_\_\_  
Les Cooper, President and Director

  
\_\_\_\_\_  
Mike McKenzie, Vice-President and Director

  
\_\_\_\_\_  
Don Gray, Secretary and Director

  
\_\_\_\_\_  
Yvonne Parmley, Treasurer and Director

  
\_\_\_\_\_  
Lester Grach, Director

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected secretary of the Olde Cypress Mill Property Owners Association, a Texas Non-Profit Corporation, and,

THAT the foregoing By-laws constitute the By-laws of said Association, as fully adopted at the Annual Meeting of Members of the Association, held on the 30th day of September, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 30th day of September, 2003.

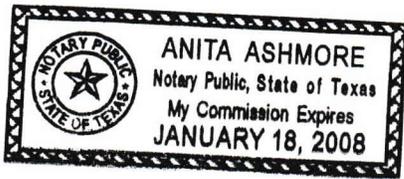
*Don Gray*

SECRETARY

Printed Name: Don Gray

SUBSCRIBED AND SWORN TO BEFORE ME BY Don Gray on this 30th day of September, 2003.

*Anita Ashmore*  
Anita Ashmore, NOTARY PUBLIC IN  
AND FOR THE STATE OF TEXAS



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

JAN - 8 2004



*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Return to: Cypress Villas  
2204 Timberloch Place  
Suite 245  
The Woodlands TX 77380*

**FILE FOR RECORD  
8:00 AM**

**JAN - 8 2004**

*Beverly B. Kaufman*  
County Clerk, Harris County, Texas