U156234

Notice

529-98-1832

# CERTIFICATION

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

01/03/00 300354914 U156234 $63.00

(1) I am an Agent of the Woodstream Community Association, Inc., (hereinafter the "Association"), a Texas non-profit corporation;

(2) The attached documents apply to the operation and utilization of property within Woodstream Community Association, Inc., a subdivision in Harris County, Texas;

(3) A description of the property affected by the said documents is attached hereto as Exhibit "A";

(4) The documents which affect the use and operation of Woodstream Community Association, Inc., are identified on the attached Exhibit "B"; and

(5) The attached documents are true and correct copies of the originals.

63
9

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 29th day of December, 1999.

UNOFFICIAL COPY

Russel T. Holt, Agent

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Russel T. Holt, Agent of the Woodstream Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 29th day of December, 1999.

TISHA DAWSEY
Notary Public, State of Texas
My Commission Expires
December 04, 2001

NOTARY PUBLIC, STATE OF TEXAS

Return

Holt & Young

ATTORNEYS AT LAW

6363 WOODWAY, SUITE 880
HOUSTON, TX 77057

529-98-1833

**EXHIBIT "A"**

PROPERTY DESCRIPTION

(2)

A subdivision in Houston, Harris County, Texas known as Mills Creek Village, Section One and Mills Creek Village, Section One Partial Replat, according to the plats thereof recorded under Film Code Nos. 355012 and 359024, respectively, of the Official Public Records of Harris County, Texas.

UNOFFICIAL COPY

529-98-1834

**EXHIBIT "B"**

RECORD OF DEDICATORY INSTRUMENTS FOR
WOODSTREAM COMMUNITY ASSOCIATION, INC.,
PURSUANT TO PROPERTY CODE § 202.006

1. By-Laws of the Mills Creek Village Community Association, Inc.

2. First Amended By-Laws of the Mills Creek Village Community Association, Inc. to Rename Association to Woodstream Community Association, Inc.

3. Articles of Incorporation of the Mills Creek Village Community Association, Inc.

4. Articles of Amendment

UNOFFICIAL COPY

# BY-LAWS OF
# MILLS CREEK VILLAGE COMMUNITY ASSOCIATION, INC.

## ARTICLE I
## NAME AND LOCATION

The name of the corporation is MILLS CREEK VILLAGE COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as many be designated by the Board of Directors.

UNOFFICIAL COPY

## ARTICLE II
## DEFINITIONS

Section 1. "Association" shall mean and refer to MILLS CREEK VILLAGE COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas and its successors and assigns.

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

Section 3. "Common Open Areas" shall mean all real property owned by the Association for use as either undeveloped open space buffers or for the exclusive use and enjoyment of the Owners, members of their families and their guests. Owners may delegate, in accordance with the By-Laws of the Association, their right to or enjoyment of the Common Open Areas to tenants or contract purchasers who reside in Owner's dwelling or commercial site.

Section 4. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., and its successors and assigns.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Mills Creek Village, Section One and Mills Creek Village, Section One Replat, as may be amended, applicable to the Property and recorded in the Official Public Records of Harris County, Texas.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or Commercial Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Lot" and "Lots" shall mean and refer to (a) any parcel of land shown upon any recorded subdivision map of the Property upon which there has been or will be constructed a single-family residence and shall include Standard Lots, Townhouse Lots and Patio Home Lots, and (b) a Condominium Unit in a Condominium Unit Association.

Section 9. "Commercial Unit" shall mean and include all land areas and reserves other than Lots and Common Open Areas and shall contain ten thousand (10,000) square feet of commercial land and any additional land areas and reserves other than Lots and Common Open Areas that may hereafter be brought within jurisdiction of the Association. Said Commercial Units shall be the equivalent of one Lot or proportional fraction thereof for purposes of membership, voting rights and assessment in and by the Association.

Section 10. "Property" shall mean and refer to that portion of Mills Creek Village, Section One and Mills Creek Village, Section One Replat, subdivisions in Harris County, Texas, that is subject to the Declaration and any additions as may hereafter be brought within the jurisdiction of the Association.

## ARTICLE III
## MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held once a calendar year thereafter in the same month as the first annual meeting, on a day and at an hour determined by the Board of Directors.

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 the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice will be required for the annual meetings and special meetings of the Members. 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, 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 votes 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 the required quorum is not presented or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the previous meeting. This procedure may be repeated until a quorum is present at a meeting. No subsequent meeting shall be held more than sixty days following the preceding meeting.

UNOFFICIAL COPY

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 the Member's Lot or Commercial Unit.

## ARTICLE IV
## BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Composition of Board of Directors. The affairs of this Association shall be managed by a Board of five (5) 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, and two (2) directors for a term of two (2) years; and at annual meetings thereafter, the Members shall elect directors for two-year terms as needed to restore Board membership to five (5) directors.

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, a successor shall be selected by the remaining members of the board and shall serve for the unexpired term.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. Any director may, however, be reimbursed for actual expenses incurred in the performance of duties as a director.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining a majority approval of all the directors by telephone or in writing. Any action so approved shall have the same effect as though taken at a meeting of the Board. A record of any action taken without a meeting will be kept by the secretary of the Association.

## 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 or more members of either the Association or the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting and shall serve from this 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.

NOT VALID

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 Articles of Incorporation and the Declaration. The persons receiving the largest number of votes shall be elected.

## ARTICLE VI
## MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly 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 the meeting shall be held at the same time and place on the next day which is not a legal holiday. The Board of Directors may, by majority vote, conduct a regular monthly meeting without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said monthly meeting fall upon a legal holiday, then the meeting shall be held at the same time and place 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
## POWER 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 Open Areas and facilities, and the personal conduct of the Members and their guests and to establish penalties for the infraction of the rules and regulations;

(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 hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the 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 other employees as they deem necessary, and to prescribe their duties.

UNOFFICIAL COPY

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 the 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 and Commercial Unit at least thirty (30) days in advance of each annual assessment period;

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

(3) enforce collection of assessment or other charges by appropriate legal means.

(d) issue, or 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 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) procure and maintain adequate liability insurance for directors and officers of the Association;

(g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) operate, maintain and otherwise manage the Common Open Areas and any improvements and landscaping thereon; and

(i) cause Lots and Commercial Units to be maintained as called for by the Declaration.

## ARTICLE VIII
## OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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 unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

NOT A COPY

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 by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, 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 replaced.

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 shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of the president's inability or refusal to act, and shall exercise and discharge such other duties as may be required 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 all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public 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.

UNOFFICIAL COPY

## ARTICLE IX
## COMMITTEES

The Board of Directors shall appoint an Architectural Review Committee, as provided in the Declaration, and 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
## BOOK AND RECORDS

The books, records and papers of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member pursuant to such rules as the Board may from time to time adopt. 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 vendor's lien and a continuing and contractural lien upon the Lot or Commercial Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment or fee is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser of the maximum lawful rate or twelve percent (12%) per annum, and the Association may being an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Commercial Unit, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Open Areas or by abandonment.

## ARTICLE XII
## APPEALS

Section 1. Right of Appeal. A Member may appeal any decision of the Architectural Review Committee or any other 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.

UNOFFICIAL COPY

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: MILLS CREEK VILLAGE COMMUNITY ASSOCIATION, INC.

UNOFFICIAL COPY

## ARTICLE XIV
## AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of Board members present.

Section 2. 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.

## ARTICLE XV
## MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of June and end of the 31st day of May of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the MILLS CREEK VILLAGE COMMUNITY ASSOCIATION, INC. have hereunto executed and consented to these By-Laws, on the dates indicated below.

| Name of Director | Signature | Date of Execution |
|---|---|---|
| Liz B. Dantone | Liz B. Dantone | 6/13/94 |
| Nanette R. Peavey | Nanette R. Peavey | 6/13/94 |
| Keith E. Schoonover | Keith Schoonover | 6/13/94 |
| Warren D. Marquard | [illegible] | 6/13/94 |
| Elizabeth A. Schwantz | Elizabeth A. Schwantz | 6/13/94 |

L067

OK FORMS EXC
OK TRANS. LBD
OK CNTRC.

UNOFFICIAL COPY

529-98-1844

# FIRST AMENDED BY-LAWS OF MILLS CREEK VILLAGE COMMUNITY ASSOCIATION, INC. TO RENAME ASSOCIATION TO WOODSTREAM COMMUNITY ASSOCIATION, INC.

UNOFFICIAL COPY

## ARTICLE I
## NAME AND LOCATION

The name of the corporation is WOODSTREAM COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as many be designated by the Board of Directors.

## ARTICLE II
## DEFINITIONS

Section 1. "Association" shall mean and refer to WOODSTREAM COMMUNITY ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas and its successors and assigns.

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

Section 3. "Common Open Areas" shall mean all real property owned by the Association for use as either undeveloped open space buffers or for the exclusive use and enjoyment of the Owners, members of their families and their guests. Owners may delegate, in accordance with the By-Laws of the Association, their right to or enjoyment of the Common Open Areas to tenants or contract purchasers who reside in Owner's dwelling or commercial site.

Section 4. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., and its successors and assigns.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Mills Creek Village, Section One and Mills Creek Village, Section One Replat, as may be amended, applicable to the Property and recorded in the Official Public Records of Harris County, Texas.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or Commercial Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Void

Section 8. "Lot" and "Lots" shall mean and refer to (a) any parcel of land shown upon any recorded subdivision map of the Property upon which there has been or will be constructed a single-family residence and shall include Standard Lots, Townhouse Lots and Patio Home Lots, and (b) a Condominium Unit in a Condominium Unit Association.

Section 9. "Commercial Unit" shall mean and include all land areas and reserves other than Lots and Common Open Areas and shall contain ten thousand (10,000) square feet of commercial land and any additional land areas and reserves other than Lots and Common Open Areas that may hereafter be brought within jurisdiction of the Association. Said Commercial Units shall be the equivalent of one Lot or proportional fraction thereof for purposes of membership, voting rights and assessment in and by the Association.

Section 10. "Property" shall mean and refer to that portion of Mills Creek Village, Section One and Mills Creek Village, Section One Replat, subdivisions in Harris County, Texas, that is subject to the Declaration and any additions as may hereafter be brought within the jurisdiction of the Association.

## ARTICLE III
## MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held once a calendar year thereafter in the same month as the first annual meeting, on a day and at an hour determined by the Board of Directors.

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 the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice will be required for the annual meetings and special meetings of the Members. 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, 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 votes 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 the required quorum is not presented or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the previous meeting. This procedure may be repeated until a quorum

is present at a meeting. No subsequent meeting shall be held more than sixty days following the preceding meeting.

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 the Member's Lot or Commercial Unit.

## ARTICLE IV
## BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Composition of Board of Directors. The affairs of this Association shall be managed by a Board of five (5) 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, and two (2) directors for a term of two (2) years; and at annual meetings thereafter, the Members shall elect directors for two-year terms as needed to restore Board membership to five (5) directors.

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, a successor shall be selected by the remaining members of the board and shall serve for the unexpired term.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. Any director may, however, be reimbursed for actual expenses incurred in the performance of duties as a director.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining a majority approval of all the directors by telephone or in writing. Any action so approved shall have the same effect as though taken at a meeting of the Board. A record of any action taken without a meeting will be kept by the secretary of the Association.

## 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 or more members of either the Association or the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting and shall serve from this 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

UNOFFICIAL COPY

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 Articles of Incorporation and the Declaration. The persons receiving the largest number of votes shall be elected.

## ARTICLE VI
## MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly 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 the meeting shall be held at the same time and place on the next day which is not a legal holiday. The Board of Directors may, by majority vote, conduct a regular monthly meeting without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said monthly meeting fall upon a legal holiday, then the meeting shall be held at the same time and place 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
## POWER 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 Open Areas and facilities, and the personal conduct of the Members and their guests and to establish penalties for the infraction of the rules and regulations;

(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 hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

UNOFFICIAL DOCUMENT

(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 other 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 the 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 and Commercial Unit at least thirty (30) days in advance of each annual assessment period;

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

(3) enforce collection of assessment or other charges by appropriate legal means.

(d) issue, or 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 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) procure and maintain adequate liability insurance for directors and officers of the Association;

(g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) operate, maintain and otherwise manage the Common Open Areas and any improvements and landscaping thereon; and

(i) cause Lots and Commercial Units to be maintained as called for by the Declaration.

## ARTICLE VIII
## OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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.

Restrictions

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer 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 by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, 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 replaced.

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 shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of the president's inability or refusal to act, and shall exercise and discharge such other duties as may be required 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 all checks and promissory notes of the Association; keep

UNOFFICIAL COPY

proper books of account; cause an annual audit of the Association books to be made by a public 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 Board of Directors shall appoint an Architectural Review Committee, as provided in the Declaration, and 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
## BOOK AND RECORDS

The books, records and papers of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member pursuant to such rules as the Board may from time to time adopt. 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 vendor's lien and a continuing and contractural lien upon the Lot or Commercial Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment or fee is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser of the maximum lawful rate or twelve percent (12%) per annum, and the Association may being an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Commercial Unit, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Open Areas or by abandonment.

## ARTICLE XII
## APPEALS

Section 1. Right of Appeal. A Member may appeal any decision of the Architectural Review Committee or any other 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.

UNOFFICIAL COPY

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: WOODSTREAM COMMUNITY ASSOCIATION, INC..

## ARTICLE XIV
## AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of Board members present.

Section 2. 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.

## ARTICLE XV
## MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of June and end of the 31st day of May of every year, except that the first fiscal year shall begin on the date of incorporation.

UNOFFICIAL COPY

IN WITNESS WHEREOF, we, being all of the directors of the WOODSTREAM COMMUNITY ASSOCIATION, INC. have hereunto executed and consented to these By-Laws, on the dates indicated below.

| Name of Director | Signature | Date of Execution |
|---|---|---|
| Liz B. Dantone | Liz B Dantone | 9.27.94 |
| Nanette R. Peavey | Nanette R. Peavey | 9-27-94 |
| Keith E. Schoonover | Keith E. Schoonover | 9/27/94 |
| Warren D. Marquard | Warren Marquard | 9-27-94 |
| Elizabeth A. Schwantz | E. Elizabeth A. Schwantz | 9/27/94 |

L258

UNOFFICIAL COPY

529-93-1853

FILED
In the Office of the
Secretary of State of Texas

MAY 10 1994

Corporations Section

# ARTICLES OF INCORPORATION OF MILLS CREEK VILLAGE COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

We, the undersigned natural persons of the age of eighteen years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, adopt the following Articles of Incorporation for Mills Creek Community Association, Inc. (the "Association").

## ARTICLE I
## CORPORATE NAME

This corporation shall be known as MILLS CREEK VILLAGE COMMUNITY ASSOCIATION, INC. and by and under such name it shall conduct and transact all its business.

UNOFFICIAL COPY

## ARTICLE II
## CORPORATE ADDRESS AND AGENT

The street address of the Association's initial registered office is 17001 Northchase, Suite 420, Houston, Texas 77060-2139, and the name of the initial registered agent at such address is Mr. J. P. Webb.

## ARTICLE III
## CORPORATE STATUS

The Association is a non-profit corporation. The Association is not formed for pecuniary profit. No part of the income or assets of the Association is distributable to or for the benefit of its members, directors, or officers, except to the extent permissible under law.

## ARTICLE IV
## PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed for the purposes of providing for maintenance, preservation and architectural control of the property subject to the Declaration of Covenants, Conditions and Restrictions applicable to certain land located in Mills Creek Village, Section One and Mills Creek Village, Section One Replat (hereinafter called the "Declaration") subdivisions in Harris County, Texas, described in their plats (hereinafter

referred to as the "plats") recorded under Film Code Nos. 355012 and 359024, respectively, of the Official Public Records of Harris County, Texas, and any additional property that may hereafter be made subject to the Declaration; and to promote the civic and social welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

a) provide and maintain, to the extent determined appropriate by the Association, the common area, facilities, and services of overall benefit to Mills Creek Village Owners, residents, and occupants in general, including, but not by way of limitation, lighting and cleaning of the streets adjacent to and within the land subject to the jurisdiction of the Association; maintenance of the common area, including, but not limited to, buildings, other facilities, greenbelts, wetlands and landscape easements conveyed to the Association; maintenance of the rights-of-way of the streets that are within or adjacent to the boundaries of the Property; police and security service; fire protection; mosquito control; garbage and refuse collection; recreational programs and facilities; and other services, facilities, and activities as may be in the community's interest;

b) contract for provision of similar services to or for the benefit of land not subject to the jurisdiction of the Association, but only at a price that is not less than the cost to the Association;

c) exercise all the powers and privileges and 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 recorded or to be recorded in the Official Public Records of Harris County, Texas, and as the same may be amended from time to time as provided in the Declaration, said Declaration being incorporated herein as if set forth at length;

d) fix, levy, collect, and enforce payment by any lawful means of all assessments, fees, fines and charges pursuant to the terms of the Declaration;

e) pay all office and other expenses incident to the conduct to the business of the Association, including all licenses, taxes, and governmental charges levied or imposed against the property of the Association;

f) 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 interests in and to real or personal property in connection with the affairs of the Association;

g) borrow money and, with the approval of a 2/3 majority of the votes in the Association, mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

h) dedicate, sell, or transfer all or any part of the parks, common area, and facilities owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; provided that no conveyance of any parks, common area, or facilities other than the granting of utility

UNOFFICIAL COPY

easements shall be permitted except to a public entity established for purposes similar to the Association or which shall be dedicated to the preservation of community purposes and interests and which is capable of maintaining and agreeing to maintain the same; and further provided that any dedication, sale, or transfer other than for utility easements shall be approved by a 2/3 majority of the votes in the Association;

i) participate in mergers and consolidations with the non-profit corporations organized for the same purposes, by annexation or otherwise, provided that any merger, consolidation, or annexation shall be approved by a 2/3 majority of the votes in the Association.

j) establish and enforce rules and regulations governing the use, operation, maintenance, control, and disposition of property to which the Association holds title or to which control is vested in the Association; and

k) exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law now or hereafter may have or exercise; provided that none of the objects or purposes set out in these Articles shall be construed to authorize the Association to do any act in violation of the Texas Non-Profit Corporation Act, and all such objects or purposes are subject to the Act.

## ARTICLE V
## MEMBERSHIP

Each person or entity who is a record owner of a fee or undivided fee interest in any property subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. Persons or entities who hold an interest in the property merely as security for the performance of an obligation shall not, however, be members. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

## ARTICLE VI
## VOTING RIGHTS

The Association shall initially have two classes of voting membership;

Class A. Class A members shall be all Owners and shall be entitled to one vote for each Lot or Commercial Unit owned, as defined in the Declaration. Friendswood Development Company, the Declarant as defined in the Declaration, shall not be a Class A member as long as it is a Class B member. When more than one person holds an interest in any Lot or Commercial Unit, all such persons shall be members. The vote for such Lot or Commercial Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Commercial Unit. Owners shall have the right to assign their voting rights hereunder to renters or other persons as they may designate by use of a fully executed proxy.

UNOFFICIAL COPY

Class B. The Class B member shall be Friendswood Development Company, the Declarant as defined in the Declaration, and shall be entitled to vote for each Lot or Commercial Unit owned. Declarant will be allotted three (3) votes for each Lot or Commercial Unit. Class B membership shall cease and be converted to Class A membership on the earlier of the following dates:

(a) the date on which the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in Class B membership; or

(b) January 1, 2005.

## ARTICLE VII
## BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) 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:

| | |
|---|---|
| Liz B. Dantone | 17001 Northchase, Suite 420<br>Houston, Texas 77060-2139 |
| Nanette R. Peavey | 17001 Northchase, Suite 420<br>Houston, Texas 77060-2139 |
| Keith E. Schoonover | 17001 Northchase, Suite 420<br>Houston, Texas 77060-2139 |
| Warren D. Marquard | 17001 Northchase, Suite 420<br>Houston, Texas 77060-2139 |
| Elizabeth A. Schwantz | 17001 Northchase, Suite 420<br>Houston, Texas 77060-2139 |

At the first annual meeting the members shall elect three (3) directors for a term of one year, and two (2) directors for a term of two years; and at annual meetings thereafter the members shall elect directors for two-year terms as needed to restore Board membership to five (5) directors.

## ARTICLE VIII
## INCORPORATORS

The name and street address of each incorporator is:

| | |
|---|---|
| Liz B. Dantone | 17001 Northchase, Suite 420<br>Houston, Texas 77060-2139 |

UNOFFICIAL COPY

Nanette R. Peavey — 17001 Northchase, Suite 420, Houston, Texas 77060-2139

Keith E. Schoonover — 17001 Northchase, Suite 420, Houston, Texas 77060-2139

## ARTICLE IX
## AMENDMENT

Amendment of these Articles shall require approval by a two-thirds (2/3) majority of the votes in the Association.

## ARTICLE X
## 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 be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. If dedication is refused acceptance, the assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization to be devoted to such similar purposes.

## ARTICLE XI
## DURATION

The Association shall exist perpetually.

## ARTICLE XII
## INDEMNIFICATION AND LIMITATION IN LIABILITY

The Association shall indemnify its directors, officers, employees, and agents to the full extent permitted by the laws of the State of Texas.

Also, the Association shall limit the liability of its directors to the Association to the full extent permitted by the laws of the State of Texas.

COPY
UNOFFICIAL

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 6th day of May, 1994.

Liz B. Dantone

Liz B. Dantone

Nanette R. Peavey

Nanette R. Peavey

Keith E. Schoonover

Keith E. Schoonover

OK
FORMS
OK
TRANS.
OK
CNTRC.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

I the undersigned authority, a Notary Public in and for the State of Texas, do hereby certify that on the 6th day of May, 1994, personally appeared Liz B. Dantone, Nanette R. Peavey, and Keith E. Schoonover, who being by me each first duly sworn, each declared that he/she is one of the persons who signed the foregoing instrument as an incorporator and that the statements therein are true.

UNOFFICIAL COPY

Kathy L Berry

Notary Public in and for the State of Texas

KATHY L. BERRY
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
12-14-96

L066

529-98-1859

FILED
In the Office of the
Secretary of State of Texas

SEP 23 1994

Corporations Section

# ARTICLES OF AMENDMENT

Pursuant to the provisions of article 1396-4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following articles of amendment:

1. The name of the corporation is Mills Creek Village Community Association, Inc.

2. The following amendment to the articles of incorporation was adopted on August 29, 1994.

   Article I is amended to read as follows:

   This corporation shall be known as Woodstream Community Association, Inc. and by and under such name it shall conduct and transact all its business.

3. The amendment was adopted in the following manner:

   The amendment was adopted by consent in writing by all members entitled to vote with respect thereto.

UNOFFICIAL COPY

MILLS CREEK COMMUNITY ASSOCIATION, INC.

By Liz B. Dantone
Liz B. Dantone, President

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

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 3 2000

COUNTY CLERK
HARRIS COUNTY TEXAS

L284

FILED
2000 JAN -3 PM 4:28
COUNTY CLERK
HARRIS COUNTY, TEXAS