20060169589
11/02/2006 RP1 $60.00

BYLAWS OF
UPTOWN PLACE HOMEOWNERS ASSOCIATION, INC.

I.
NAME AND LOCATION

The name of the corporation is UPTOWN PLACE HOMEOWNERS ASSOCIATION, INC. Meetings of members and directors may be held at such places as may be designated by the Board of Directors.

II.
DEFINITIONS

The following words shall have meanings as assigned to them:

1. **Association:** Uptown Place Homeowners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas and its successors and assigns.

2. **Board:** The duly elected Board of Directors of the Association.

3. **Common Area:** All real property owned in fee or held by easement by the Association for the exclusive common use and enjoyment of the Owners, including areas designated by Declarant to be conveyed by Deed or Easement to the Association.

4. **Declarant:** Perry Homes, a Joint Venture, and its successors and assigns.

5. **Declaration:** The Declaration of Covenants and Restrictions applicable to the Property, recorded in the Official Public Records of Real Property of Harris County, Texas.

6. **Dwelling Unit:** The unit of Property subject to assessment pursuant to the terms of this document and the Declaration by which votes in the Association are assigned and assessments are levied, as fully described in the Declaration.

7. **Election Date:** "Election Date" shall mean the earliest of the dates when (i) Declarant shall have sold all of its Townhouse Sites; (ii) five (5) years have lapsed from the date of the recordation of the Declaration; or (iii) Declarant by written notice to the Board of Directors notifies the Association of Declarant's election to cause the Election Date to occur.

8. **Member:** Those persons entitled to membership in the Association as provided in the Articles of Incorporation of the Association.

9. **Owner:** The record owner, whether one or more persons or entities, of fee simple title to any land subject to assessment by the Association, but excluding those having such interest merely as security for the performance of any obligation.

10. **Property:** The property described in Exhibit "A" attached hereto and any other lands which may hereafter be made subject to the Declaration and the jurisdiction of the Association.

III.
MEETINGS OF MEMBERS

1. **Annual Meetings:** The first annual meeting of the Members shall be held on a date selected by the Board upon fifteen (15) days prior written notice to the Members, and each subsequent regular annual meeting of the Members shall be held within thirty (30) days of the anniversary date of the last annual meeting, on a day and at a time and place to be selected by the Board.

2. **Special Meetings:** Special meetings of the Members may be called at any time by the President, the Board, or upon written request executed on behalf of one-fourth (1/4) of the votes in the Association.

3. **Notice of Meetings:** Except as to the first annual meeting, notice of each annual meeting shall be posted in a conspicuous place within the boundaries of the Property. Written notice of each special meeting shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of the notice, postage prepaid, at least fifteen (15) days before the meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice shall state the place, hour, and purpose of the meeting.

4. **Quorum:** The presence at any meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If the required quorum is not present 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 (1/2) of the required quorum at the previous meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. **Proxies:** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, filed with the Secretary, revocable, and automatically expire upon conveyance by the Member of the property subject to assessment by the Association.

IV.
BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

1. **Number:** The affairs of this Association shall be managed by a Board of three (3) Directors, none of whom need be Members of the Association or residents of the Property. Declarant may, at anytime that it has majority vote of the Association, expand the number of Directors from three to five. Once the Board has been expanded by the Declarant, it may not be reduced back to three without an approved Bylaw amendment.

2. **Term of office:** The initial Board of Directors has been designated in the Article of Incorporation. The initial Board of Directors shall serve until the first Board of Directors is elected by the Members after the Election Date. If a vacancy occurs in the initial Board of Directors, such vacancy shall be filled by the Declarant until the Election Date. If a vacancy occurs on the Board of Directors after the Election Date, the vacancy may be filled by the remaining directors then in office, though less than a quorum. At the first annual meeting of the Members held after the Election Date, the Members shall elect three Directors; one Director for a term of one (1) year and two Directors for a term of two (2) years. At each annual meeting thereafter, the Members shall elect Directors for a term of two (2) years in the number required to maintain the membership of the Board.

3. **Removal:** Any Director may be removed from the Board, with or without cause, by two-thirds (2/3) of the votes in the Association. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining Directors and shall serve for the unexpired term of the predecessor.

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

V.
NOMINATION AND ELECTION OF DIRECTORS

1. **Nomination:** After the Election Date, nominations for election to the Board shall be made by a Nominating Committee and may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman who shall be a Director, and two or more other persons. The Nominating Committee shall be appointed by the President prior to each annual meeting, to serve from the close of that annual meeting until the close of the next annual meeting and shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-members.

2. **Election:** Election to the Board may be by secret written ballot or by voice vote, as determined by the President or such other officer as may preside over the meeting. At the election the Members or their proxies may cast, with 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.

VI.
MEETINGS OF DIRECTORS

1. **Regular Meetings:** Regular meetings of the Board shall not be held less than annually and, as determined by the Board, at such place and hour as may be fixed by resolution of the Board.

2. **Special Meetings:** Special meetings of the Board shall be held when called by the President or by any two Directors upon not less than three (3) days notice to each Director.

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.

4. **Action Taken Without a Meeting:** The Directors may take any action in the absence of a meeting which they could take at a meeting if a consent in writing setting forth the action taken, shall be signed by all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. **Powers:** The Board shall have power to:

   a. Manage the Common Area and Association facilities for the benefit of the Members; adopt and publish rules governing their use and the personal conduct of the Members and their tenants, occupants, and guests while using the Common Area and facilities; negotiate and enter into contracts with Associations or entities outside this Association for the paid use of any recreational or other amenity facilities owned or managed by this Association; and establish penalties for the infraction of the rules and regulations, all at the Board's discretion; and

b. suspend a Member's voting rights and right to use the Common Area during any period in which the Member is in default in the payment of any assessment levied by the Declaration or the Association. These 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; and

c. exercise on behalf of 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 Bylaws, the Articles of Incorporation, or the Declarant; and

d. declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board or four (4) Board meetings within one (1) year; and

e. employ a manager, an independent contractor, or other employees as deemed necessary and prescribe their duties; and

f. provide and maintain, to the extent determined appropriate by the Association, the Common Area, Association facilities, and services of overall benefit to the owners, residents, and occupants in general, including, but not by way of limitation, maintenance of the Common Area, easements conveyed to the Association; maintenance of the rights of way of the major thoroughfares, highways, parkways, and county flood control areas that are within or adjacent to the boundaries of the Property; police and security services; emergency medical 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; and

g. maintain the street right of ways and esplanades within the right of ways; and

h. contract for other services as deemed necessary by the Board.

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

a. cause to be kept a complete record of all its acts and corporate affairs and present a statement of the record to

the Members at the annual meeting of the Members, or at any special meeting when a statement is requested in writing by one-fourth (1/4) of the votes in the Association; and

b. supervise all officers, agents, and employees of this Association and see that their duties are properly performed; and

c. as more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Dwelling Unit at least thirty (30) days in advance of each annual assessment period; and

(2) initiate a vote to approve special assessments when determined necessary by the Board; and

(3) levy enforcement assessments when necessary; and

(4) send written notices of each assessment to every Owner subject to the assessment; and

(5) enforce payment, by all lawful means available, of all assessments which are not paid within thirty (30) days after the due date.

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 the certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of such payment; and

e. indemnify its Directors, officers, employees, and agents to the full extent permitted by the laws of the State of Texas; and

f. procure and maintain adequate liability and hazard insurance, including Director and Officer Liability coverage, for the Association, the Board, and that property owned by the Association that the Association determines should be insured; and

g. cause all officers or employees having fiscal responsibilities to be bonded, as deemed appropriate; and

h. accept conveyance of the Common Area by Declarant and thereafter cause the Common Area and the facilities on the Common Area to be maintained; and

i. administer the use restrictions of the Declaration.

VIII.
OFFICERS AND THEIR DUTIES

1. **Enumeration of Officers**. The officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board shall determine. The offices of Secretary and Treasurer may be held by the same Director. All officers shall at all times be members of the Board.

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

3. **Term.** The term of each office shall be one (1) year and officers shall hold office for one year and until their successors are qualified, unless unable to do so by reason of resignation, removal, or disqualification.

4. **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. The resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice and, unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

5 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer replaced.

6. **Duties.** The duties of the officers are as follows:

a. **President.** The President shall preside at all meetings of the Board; see that orders and resolutions of the Board are carried out; and have authority to sign all leases, contracts, mortgages, promissory notes, deeds, and other written instruments on behalf of the Association.

b. **Vice President.** The Vice President shall act in the place of the President in the event of absence, inability, or refusal to

act and shall exercise and discharge such other duties as may be required by the Board.

c. **Secretary.** 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 the seal; give notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses.

d. **Treasurer.** The Treasurer shall supervise the receipt and depositing in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board; have authority to sign approved promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a competent accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the Members; and perform such other duties as required by Board.

IX.
COMMITTEES

The Board shall appoint a Modification Committee as provided in the Declaration, a Nominating Committee as provided in these Bylaws, and other committees as deemed appropriate in carrying out its purposes.

X.
BOOKS AND RECORDS

The books, records, and papers of the Association shall, at all times during reasonable business hours and upon adequate notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be made available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

XI.
ASSESSMENTS

As more fully provided in the Declaration, each Dwelling Unit is subject to annual, special, and enforcement assessments which are secured by a continuing and

contractual lien upon the property against which the assessment is made. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate of interest provided by applicable law, and the Association may either bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the costs of collection of any enforcement action, including reasonable counsel fees, shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Area or abandonment of the property subject to assessment or any other means.

XII.
APPEALS

1. **Right of Appeal.** Any decision of the New Construction or Modification Committee, or any other committee appointed by the Board, may be appealed, provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of the committee until the Board amends or reverses the committee's decision.

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

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

4. **Decisions.** Following the hearing, the Board may, by majority vote of a quorum, uphold the decision of the committee in its entirety, amend the decision, or overturn the decision.

5. **Further Action.** A Member shall exhaust all available remedies as provided in the Bylaws or the Declaration before the Member may resort to a court of law for relief from any committee decision. This limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.

XIV.
MISCELLANEOUS

1. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall be superior; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall be superior.

3. Any notice required to be sent to any Member pursuant to these Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of the mailing.

XV.
AMENDMENTS

These Bylaws may be amended at any duly called meeting of the Members by a vote of a majority of a quorum of the votes present in person or by proxy. Any proposed amendments to these bylaws must be duly noticed to the membership per meeting notice requirements found in Article III, Section 3, of these Bylaws.

We, all being Directors of the Association, have executed these Bylaws on the 6th day of October, 2006.

S. Bradley Todes, President

Michael Rokas, Vice President

Megan Sigler, Treasurer/Secretary

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EXHIBIT "A"

BEVERLY HILL MANOR, an addition in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Clerk's File No. Z129048 and Film Code No. 597217 of the Map records of Harris County, Texas

Corporate Secretary's Certificate

I, Megan Sigler, Corporate Secretary and Treasurer of the Uptown Place Homeowners Association, Inc. ("Association"), hereby certify that the attached document is an original or true and correct copy of the Bylaws of the Association.

By: Megan R Sigler
Megan Sigler, Corporate Secretary/Treasurer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 12th day of October, 2006 by Megan Sigler, Corporate Secretary and Treasurer of Uptown Place Homeowners Association, Inc., a Texas non-profit corporation, on behalf of the non-profit corporation.

MERRILEE J. ZEDAN
MY COMMISSION EXPIRES
March 31, 2009

Seal Showing Name and
Commission Expiration

Merrilee J. Zedan
Notary Public in and for the
State of Texas

AFTER RECORDING, RETURN TO:

S. Bradley Todes
Uptown Place Homeowners Association, Inc.
P.O. Box 34306
Houston, Texas 77234

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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. All blockouts additions and changes were present at the time the instrument was filed and recorded.

FILED
2006 NOV -2 PM 1:59
COUNTY CLERK
HARRIS COUNTY, 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

NOV - 2 2006

COUNTY CLERK
HARRIS COUNTY TEXAS

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BYLAWS OF
UPTOWN PLACE HOMEOWNERS ASSOCIATION, INC.

I.
NAME AND LOCATION

The name of the corporation is UPTOWN PLACE HOMEOWNERS ASSOCIATION, INC. Meetings of members and directors may be held at such places as may be designated by the Board of Directors.

II.
DEFINITIONS

The following words shall have meanings as assigned to them:

1. **Association:** Uptown Place Homeowners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas and its successors and assigns.

2. **Board:** The duly elected Board of Directors of the Association.

3. **Common Area:** All real property owned in fee or held by easement by the Association for the exclusive common use and enjoyment of the Owners, including areas designated by Declarant to be conveyed by Deed or Easement to the Association.

4. **Declarant:** Perry Homes, a Joint Venture, and its successors and assigns.

5. **Declaration:** The Declaration of Covenants and Restrictions applicable to the Property, recorded in the Official Public Records of Real Property of Harris County, Texas.

6. **Dwelling Unit:** The unit of Property subject to assessment pursuant to the terms of this document and the Declaration by which votes in the Association are assigned and assessments are levied, as fully described in the Declaration.

7. **Election Date:** "Election Date" shall mean the earliest of the dates when (i) Declarant shall have sold all of its Townhouse Sites; (ii) five (5) years have lapsed from the date of the recordation of the Declaration; or (iii) Declarant by written notice to the Board of Directors notifies the Association of Declarant's election to cause the Election Date to occur.

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9. **Owner:** The record owner, whether one or more persons or entities, of fee simple title to any land subject to assessment by the Association, but excluding those having such interest merely as security for the performance of any obligation.

10. **Property:** The property described in Exhibit "A" attached hereto and any other lands which may hereafter be made subject to the Declaration and the jurisdiction of the Association.

III.
MEETINGS OF MEMBERS

1. **Annual Meetings:** The first annual meeting of the Members shall be held on a date selected by the Board upon fifteen (15) days prior written notice to the Members, and each subsequent regular annual meeting of the Members shall be held within thirty (30) days of the anniversary date of the last annual meeting, on a day and at a time and place to be selected by the Board.

2. **Special Meetings:** Special meetings of the Members may be called at any time by the President, the Board, or upon written request executed on behalf of one-fourth (1/4) of the votes in the Association.

3. **Notice of Meetings:** Except as to the first annual meeting, notice of each annual meeting shall be posted in a conspicuous place within the boundaries of the Property. Written notice of each special meeting shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of the notice, postage prepaid, at least fifteen (15) days before the meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice shall state the place, hour, and purpose of the meeting.

4. **Quorum:** The presence at any meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If the required quorum is not present 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 (1/2) of the required quorum at the previous meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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IV.
BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

1. **Number:** The affairs of this Association shall be managed by a Board of three (3) Directors, none of whom need be Members of the Association or residents of the Property. Declarant may, at anytime that it has majority vote of the Association, expand the number of Directors from three to five. Once the Board has been expanded by the Declarant, it may not be reduced back to three without an approved Bylaw amendment.

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3. **Removal:** Any Director may be removed from the Board, with or without cause, by two-thirds (2/3) of the votes in the Association. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining Directors and shall serve for the unexpired term of the predecessor.

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b. suspend a Member's voting rights and right to use the Common Area during any period in which the Member is in default in the payment of any assessment levied by the Declaration or the Association. These 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; and

c. exercise on behalf of 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 Bylaws, the Articles of Incorporation, or the Declarant; and

d. declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board or four (4) Board meetings within one (1) year; and

e. employ a manager, an independent contractor, or other employees as deemed necessary and prescribe their duties; and

f. provide and maintain, to the extent determined appropriate by the Association, the Common Area, Association facilities, and services of overall benefit to the owners, residents, and occupants in general, including, but not by way of limitation, maintenance of the Common Area, easements conveyed to the Association; maintenance of the rights of way of the major thoroughfares, highways, parkways, and county flood control areas that are within or adjacent to the boundaries of the Property; police and security services; emergency medical 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; and

g. maintain the street right of ways and esplanades within the right of ways; and

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a. cause to be kept a complete record of all its acts and corporate affairs and present a statement of the record to

the Members at the annual meeting of the Members, or at any special meeting when a statement is requested in writing by one-fourth (1/4) of the votes in the Association; and

b. supervise all officers, agents, and employees of this Association and see that their duties are properly performed; and

c. as more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Dwelling Unit at least thirty (30) days in advance of each annual assessment period; and

(2) initiate a vote to approve special assessments when determined necessary by the Board; and

(3) levy enforcement assessments when necessary; and

(4) send written notices of each assessment to every Owner subject to the assessment; and

(5) enforce payment, by all lawful means available, of all assessments which are not paid within thirty (30) days after the due date.

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 the certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of such payment; and

e. indemnify its Directors, officers, employees, and agents to the full extent permitted by the laws of the State of Texas; and

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VIII.
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3. **Term.** The term of each office shall be one (1) year and officers shall hold office for one year and until their successors are qualified, unless unable to do so by reason of resignation, removal, or disqualification.

4. **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. The resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice and, unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

5 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer replaced.

6. **Duties.** The duties of the officers are as follows:

a. **President.** The President shall preside at all meetings of the Board; see that orders and resolutions of the Board are carried out; and have authority to sign all leases, contracts, mortgages, promissory notes, deeds, and other written instruments on behalf of the Association.

b. **Vice President.** The Vice President shall act in the place of the President in the event of absence, inability, or refusal to

act and shall exercise and discharge such other duties as may be required by the Board.

c. **Secretary.** 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 the seal; give notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses.

d. **Treasurer.** The Treasurer shall supervise the receipt and depositing in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board; have authority to sign approved promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a competent accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the Members; and perform such other duties as required by Board.

IX.
COMMITTEES

The Board shall appoint a Modification Committee as provided in the Declaration, a Nominating Committee as provided in these Bylaws, and other committees as deemed appropriate in carrying out its purposes.

X.
BOOKS AND RECORDS

The books, records, and papers of the Association shall, at all times during reasonable business hours and upon adequate notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be made available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

XI.
ASSESSMENTS

As more fully provided in the Declaration, each Dwelling Unit is subject to annual, special, and enforcement assessments which are secured by a continuing and

contractual lien upon the property against which the assessment is made. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate of interest provided by applicable law, and the Association may either bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the costs of collection of any enforcement action, including reasonable counsel fees, shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for any assessment by non-use of the Common Area or abandonment of the property subject to assessment or any other means.

XII.
APPEALS

1. **Right of Appeal.** Any decision of the New Construction or Modification Committee, or any other committee appointed by the Board, may be appealed, provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of the committee until the Board amends or reverses the committee's decision.

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

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

4. **Decisions.** Following the hearing, the Board may, by majority vote of a quorum, uphold the decision of the committee in its entirety, amend the decision, or overturn the decision.

5. **Further Action.** A Member shall exhaust all available remedies as provided in the Bylaws or the Declaration before the Member may resort to a court of law for relief from any committee decision. This limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.

XIV.
MISCELLANEOUS

1. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall be superior; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall be superior.

3. Any notice required to be sent to any Member pursuant to these Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of the mailing.

XV.
AMENDMENTS

These Bylaws may be amended at any duly called meeting of the Members by a vote of a majority of a quorum of the votes present in person or by proxy. Any proposed amendments to these bylaws must be duly noticed to the membership per meeting notice requirements found in Article III, Section 3, of these Bylaws.

We, all being Directors of the Association, have executed these Bylaws on the 6th day of October, 2006.

S. Bradley Todes, President

Michael Rokas, Vice President

Megan Sigler, Treasurer/Secretary

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EXHIBIT "A"

BEVERLY HILL MANOR, an addition in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Clerk's File No. Z129048 and Film Code No. 597217 of the Map records of Harris County, Texas

Corporate Secretary's Certificate

I, Megan Sigler, Corporate Secretary and Treasurer of the Uptown Place Homeowners Association, Inc. ("Association"), hereby certify that the attached document is an original or true and correct copy of the Bylaws of the Association.

By: Megan R Sigler
Megan Sigler, Corporate Secretary/Treasurer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 12th day of October, 2006 by Megan Sigler, Corporate Secretary and Treasurer of Uptown Place Homeowners Association, Inc., a Texas non-profit corporation, on behalf of the non-profit corporation.

MERRILEE J. ZEDAN
MY COMMISSION EXPIRES
March 31, 2009

Seal Showing Name and Commission Expiration

Merrilee J. Zedan
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

S. Bradley Todes
Uptown Place Homeowners Association, Inc.
P.O. Box 34306
Houston, Texas 77234

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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. All blockouts additions and changes were present at the time the instrument was filed and recorded.

FILED
2006 NOV -2 PM 1:53
COUNTY CLERK
HARRIS COUNTY, TEXAS
Beverly B. Kaufman

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

NOV - 2 2006

COUNTY OF HARRIS COUNTY, TEXAS

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS