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**ENCLAVE AT PRESERVE AT NORTHAMPTON COMMUNITY ASSOCIATION, INC.
SECRETARY'S CERTIFICATE**

ADVICE

I, the undersigned, do hereby certify:

- (1) I am the duly elected and acting secretary of Enclave at Preserve at Northampton Community Association, Inc., a Texas non-profit corporation, and,
- (2) Attached hereto is a true and correct copy of the Bylaws of said Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 26 day of September 2014.

Ernest Loeb
Ernest Loeb Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged on this 26 day of September 2014 by Ernest Loeb, Secretary of Enclave at Preserve at Northampton Community Association, Inc., a Texas non-profit corporation.

Gail A Sallee
Notary Public in and for
the State of Texas



Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

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Attest: 10/8/2014
Stan Stanart, County Clerk
Harris County, Texas

Krystal Chavez
Deputy
Krystal Chavez



**BYLAWS OF
THE ENCLAVE AT PRESERVE AT NORTHAMPTON
COMMUNITY ASSOCIATION, INC.,
A NONPROFIT CORPORATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is THE ENCLAVE AT PRESERVE AT NORTHAMPTON COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at such place as may be designated from time to time by the Association's Board of Directors. Meetings of Members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Assessment" means any assessment, fee or other charge payable to the Association pursuant to the terms of the Declaration.

Section 2. "Association" means THE ENCLAVE AT PRESERVE AT NORTHAMPTON COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 3. "Board of Directors" means the board of directors of the Association.

Section 4. "Certificate of Formation" means the certificate of formation of the Association.

Section 5. "Common Area" means all of the Properties, save and except the Lots and any publicly owned real property (e.g., public streets), which Common Area may be owned by the Association from time to time for the benefit of and for the common use and enjoyment of the Owners (including, without limitation, any reserve tracts or any private streets, curbs or gates); provided, however, one or more Lots may be conveyed to the Association and may become Common Area.

Section 6. "Declarant" means RH of Texas Limited Partnership, a Maryland limited partnership, together with its successors and assigns, provided that an assign is designated in writing by the Declarant as an assign of all, or part, of its rights under the Declaration.

Section 7. "Declaration" means the Declaration of Covenants, Conditions and Restrictions for THE ENCLAVE AT PRESERVE AT NORTHAMPTON recorded or to be recorded in the Official Public Records of Real Property of Harris County, Texas, and as the same may be amended from time to time as therein provided.

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Section 8. "Development Period" means the period commencing on the effective date of the Declaration and ending on the tenth (10th) anniversary of such effective date (or such earlier date as may be established by the Declarant in a written instrument recorded by the Declarant in the Official Public Records of Real Property of Harris County, Texas and any other county in which the Properties may be located from time to time).

Section 9. "Lot" means any of the numbered lots shown on the recorded plats of the subdivisions within the Properties intended for the construction of a residence, excluding all reserve tracts shown on a plat, but including lots created by a re-plat of a reserve tract.

Section 10. "Member" means every person or entity which holds a membership in the Association.

Section 11. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest or a royalty interest.

Section 12. "Properties" means the real property within the jurisdiction of the Association from time to time.

ARTICLE III
MEETINGS OF MEMBERSHIP

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year after the date of the conveyance of the first completed residence in the Properties to a home buyer on a date designated by the Association's Board of Directors, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter on a date and at a time designated by the Board of Directors.

Section 2. Special Meetings. Special meeting of the Members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of the aggregate votes of the Members (except where a lower percentage vote is required by applicable law).

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days and not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member 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 the Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes of each class of the Members shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Declaration or these Bylaws. If, however, such quorum shall not be 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

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preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 6. Voting. Any vote cast by or on behalf of a Member must be in writing and signed by the Member or his proxy; provided, however, written and signed ballots are not required for uncontested races. Electronic votes cast in accordance with applicable law constitute written and signed ballots.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association be managed by a board of directors containing a minimum of three (3) and a maximum of five (5) individuals. During the Development Period, directors need not be Members, but directors must be Members thereafter. The number of directors may be changed at any time by a majority vote of the Board of Directors, subject to the above specified minimum and maximum numbers, provided that a reduction in the number of directors shall not shorten the term of any director. After the expiration of the Development Period, at least one-third (1/3) of the directors must be elected by Members other than the Declarant.

Section 2. Term of Office. During the Development Period, all directors shall be appointed by the Declarant. At the first annual meeting after the expiration of the Development Period, the Members shall elect two (2) directors for a term of two (2) years; and at the second annual meeting after the expiration of the Development Period, the Members shall elect between one (1) and three (3) directors for a term of two (2) years, depending on the then current number of directors of the Association. At each annual meeting of the Members thereafter, the Members shall elect, for a term of two (2) years, the number of directors equal to the number of directors whose terms expire at such time.

Section 3. Removal. The Declarant may remove any director without cause during the Development Period. Thereafter, the Members may remove any director with or without cause by a majority vote at a meeting of the Members called for such purpose. In the event of the death, resignation or removal of a director, his successor shall be selected by the Declarant during the Development Period and thereafter by a majority vote of the remaining directors, and such successor shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, a director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. To the maximum extent permitted by applicable law, the directors shall have the right to take any action that could be taken at a meeting of the Board of Directors by execution of a written consent instrument signed by all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

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ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors after the expiration of the Development Period 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 director, and two or more Members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members after the expiration of the Development Period to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall occur at the annual meeting. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such frequency as the Board of Directors from time to time deems necessary.

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 no less than three (3) days notice to each director.

Section 3. Quorum. A majority of the 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 of Directors.

Section 4. Open Board Meetings. Meetings of the Board of Directors shall be open to the Members, and Members shall be provided with notice of meetings of the Board of Directors, to the extent required by applicable law; provided, however, that the Board of Directors shall have the maximum level of discretion permitted by applicable law in closing such meetings or in electing not to provide notice of such meetings to the Members.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities located thereupon, and the personal conduct of the Members or their guests thereon, and to establish penalties for the infraction thereof;

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- (b) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Certificate of Formation or the Declaration;
- (c) declare the office of a director to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) hire a manager, an independent contractor or such other employees as the Board of Directors deems necessary, and to prescribe their duties; and
- (e) foreclose the lien against any property for which the Assessments against each Lot (as set forth in the Declaration) are not paid or to bring an action at law against the owner personally obligated to pay the same.

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-third (1/3) of the Members who are entitled to vote (or by a lower percentage of the Members if required by applicable law);
- (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, fix the amount of the annual assessment against each Lot as set forth in the Declaration, and to send written notice of each Assessment to every Owner subject thereto as set forth in the Declaration.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person (and for a reasonable charge), a certificate setting forth whether or not any Assessment has been paid;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association and, at the option of the Board of Directors, directors and officers liability Insurance;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area (and the facilities located thereupon) to be maintained, repaired and (if necessary) replaced; and
- (h) perform the other duties of the Association set forth in the Declaration.

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ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and a vice-president (both of whom shall at all times be directors), a secretary, a treasurer and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officer. 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 the Association shall be elected annually by the Board of Directors, and each officer shall hold office for one (1) year unless he shall sooner resign, be removed or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board of Directors 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 of Directors 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 of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, 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 of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the secretary and treasurer or president 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 of Directors are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

Vice President

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

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Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall serve notice of meetings of the Board of Directors and of the Members, shall keep appropriate current records showing the Members together with their addresses and shall perform such other duties as may be required by the Board of Directors.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause an audit of the Association books to be made by a public accountant at the completion of each fiscal year (if requested by the Board of Directors) and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at their annual meeting.

ARTICLE IX
COMMITTEES

The Association shall appoint a Nominating Committee as provided in these Bylaws. The Board of Directors may appoint other committees, as it deems appropriate in carrying out its purposes.

ARTICLE X
BOOKS AND RECORDS; DOCUMENT RETENTION POLICY

The books, records and papers of the Association shall be subject to the Association's records production and copying policy. The Declaration, the Certificate of Formation and the Bylaws of the Association (together with all amendments thereto) shall be retained permanently. Financial books and records of the Association, minutes of meetings of the Members and of the Board of Directors, and tax returns and audit records of the Association shall, in each instance, be retained for seven (7) years. Account records of current Owners shall be retained for five (5) years. Each contract to which the Association is a party and having a term of one year or longer shall be retained for four (4) years after the expiration of the term of such contract.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association the Assessments (including, without limitation, a capitalization fee, annual assessments and special assessments), all of which are secured by a continuing lien upon the property against which the Assessments are made. Any Assessments that are not paid when due shall be delinquent. If an Assessment is not paid within thirty (30) days after the original due date, it shall bear interest from the due date until the date paid at a rate established by the Board of Directors from time to time; provided, however, that no such interest rate shall exceed the maximum non-usurious interest rate allowed by applicable law. If an Assessment is being paid pursuant to an alternative payment plan established in accordance with the Association's

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payment plan guidelines, then no other monetary penalties (other than interest) shall accrue so long as such Owner is performing in strict compliance with such alternative payment plan. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or the Association may bring an action to foreclose its lien against any Lot. Interest, late charges, costs, and reasonable attorneys' 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 by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended at any time by the majority vote of the Board of Directors.

Section 2. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

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

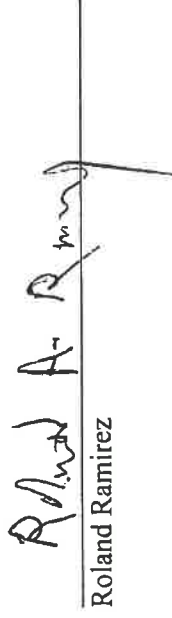
IN WITNESS WHEREOF, we, being all of the directors of the Association have hereunto set our hands effective as of the 22nd day of September, 2014.



Ernest Loeb



Christopher Gilbert



Roland Ramirez

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.

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