

BY-LAWS

COOPER SMITH COURT TOWNHOME ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is **COOPER SMITH COURT TOWNHOME ASSOCIATION, INC.**, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1314 Roy Street, Houston, Texas 77007, but meetings of Owners and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. Definitions. Wherever used in these By-Laws, the following terms shall have the following meanings:

"**Architectural Committee**" shall mean and refer to the Architectural Committee composed of three (3) or more Owners appointed by the Board, if the Board desires to appoint such Architectural Committee, and it is anticipated that no building, fence, wall or other structure shall be constructed, erected or maintained upon any Lot, or the patio or garage used in connection with any Lot, after the purchase of any Lot from Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee.

"**Assessments**" shall mean and refer to annual assessments, special assessments for capital improvements assessable by the Association as provided in these Bylaws, the Declaration and/or any Supplemental Declaration.

"**Association**" shall mean and refer to **COOPER SMITH COURT TOWNHOME ASSOCIATION, INC.**, a Texas non-profit corporation, its successors and assigns.

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

"**Common Area**" shall mean and refer to that portion of the Property which shall be described in a reciprocal easement filed in the real property records for ingress and egress for the common use and enjoyment of the Owners and shall include, but not be limited to, all trees,

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landscaping, sprinkler systems, access gates, fountains, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon. The Common Area shall mean and refer to all of the property described on the Plat as a reserve.

“**Common Driveway**” shall mean and refer to the common drive between the public right-of-way and the Lots, providing ingress and egress to each of the Lots.

“**Declarant**” shall mean and refer to CRESTDALE DRIVE, LLC, a Texas limited liability company its successors and its assignee designated and created as a successor Declarant as provided herein.

“**Declaration**” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for COOPER SMITH COURT, filed for record under Clerk’s File No. 2016-358388 of the Official Public Records of Real Property of Harris County, Texas, as supplemented and/or amended from time to time.

“**Lot**” or “**Lots**” is any parcel of land on which there is or will be built a Residence and which will be conveyed by lot number to an Owner for the Owner’s use as a residence.

“**Member**” shall mean and refer to every person or entity who holds membership in the Association.

“**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot 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. However, the term “Owner” shall include any mortgagee or lienholder who acquires fee simple title to any lot, which is a part of the Property, through judicial or non-judicial foreclosure or by deed in lieu of foreclosure.

“**Property**” or the “**Properties**” shall mean and refer to the Property generally described in the Declaration, the plat of which is filed for record under Clerk’s File No. 201501800851 and Film Code No. 673199 of the Harris County Map Records, Harris County, Texas. All of the Property may sometimes be commonly known and referred to as “COOPER SMITH COURT.”

“**Residence**” shall mean a single-family residential unit constructed on a Lot.

“**TBOC**” shall mean and refer to the Texas Business Organizations Code, as amended from time to time.

Section 2. Incorporation of Other Definitions. Wherever a capitalized term used in these Bylaws is not otherwise defined herein, such term shall have the meaning ascribed to it in the Declaration.

ARTICLE III

MEMBERS

Every person or entity who is an Owner of any of the Properties which are subject to assessments by the Association (including Declarant, whether or not it is obligated to pay assessments thereon) shall be a Member of the Association. The foregoing description is not intended to include persons or entities that hold an interest in a Lot merely as security for the performance of an obligation. No Owner shall have more than one Membership in the Association, but an Owner may have multiple votes depending on its ownership of multiple Lots in accordance with the voting provisions hereof. Owners may not assign Membership rights (including voting rights) associated with the Lot they own even to another Lot within the Property; provided, however, that this provision will not be construed to prevent granting of proxies pursuant to the TBOC, but an additional restriction on proxies is that no proxy may survive the conveyance of the Lot as to which the related Member vote(s) is or are appurtenant unless the Lot conveyance occurs between the time when the record Owner of the Lot is conclusively determined for voting purposes for a particular Member meeting and the time when such meeting occurs.

ARTICLE IV

CLASSES OF MEMBERSHIP, VOTING RIGHTS, MEETINGS AND QUORUMS

Section 1. Classes of Membership. The Association shall have two classes of voting membership as follows:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member (s) shall be the Declarant, and its successors, and shall be entitled to five (5) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on the fifth (5th) annual anniversary date of the recordation of the Declaration.

Section 2. Annual Member Meetings. The first (1st) annual meeting of the Members shall be held three (3) years from the date of the sale of the first Lot by Declarant. Thereafter, the annual meeting of the Members shall be on the first (1st) Tuesday following the anniversary date of first annual meeting of the Members, at seven o'clock (7:00) P.M., if not a legal holiday, and if such Tuesday is a legal holiday, then on the next succeeding business day, for the purpose of electing directors, if necessary, and for the transaction of any and all such other business which may be brought before or submitted to the Members for consideration. All annual meetings of the Members shall be held at the office of the Association in Harris County, Texas, unless otherwise determined by the Board of Directors. No notice of the annual meetings shall be necessary.

Section 3. Special Member Meetings. Special meetings of the Members shall be held at the office of the Association in Harris County, Texas, or at such other place as may be designated in the notice of waiver or waivers of notice of the respective meetings. Special meetings of the Members may be called by the President or by a Vice President or by a majority of the directors or by request of Members holding at least one-fourth (1/4) of the voting power of the membership. Written notice of each special meeting shall state the time and place thereof and indicate briefly the purpose or purposes thereof. Notice may be sent by mail, facsimile or telegram or may be delivered by the Secretary, the President or Vice President, directly to the Members of the Association (and to any of the holders of first liens on the Property with respect to whom a written request for notice and a notice address has been delivered to the Association), at least ten (10) and not more than fifty (50) days prior to the date set for the holding of the meeting. With respect to any meeting called to address the matters referred to in Article IV, Section 4(b), below, such notice shall be given at least thirty (30) and not more than sixty (60) days prior to the proposed meeting date. Unless otherwise indicated in the notice of waiver or waivers of notice thereof, any and all business may be transacted at any annual meeting or special meeting of the Members.

Section 4. Member Quorums.

(a) Except as provided in Article 4, Section 4(b), below, the presence of Members either in person or by proxy, holding an aggregate of twenty-five percent (25%) of the voting power of the membership shall constitute a quorum for all purposes at any annual meeting or special meeting of the Members. If the Members necessary to constitute a quorum at any annual meeting or special meeting are not present in person or by proxy, such meeting shall be adjourned until the number of Members requisite to constitute a quorum shall be present in person or by proxy. Those Members holding a majority of all of the votes of the Members present in person or by proxy, may also adjourn any annual meeting or special meeting from time to time, without notice other than by announcement at the meeting, and provide for such meeting to be reconvened at a specified date and time not more than five (5) business days thereafter, so that the transaction of any and all business submitted or proposed to be submitted to such meeting may be completed. At any such reconvened meeting at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed or called.

(b) Written notice of any meeting called for the purpose of taking any action as to which a Member vote is required under Article IV, Sections 3 and 4 of the Declaration to increase the rate of assessments shall be mailed by first-class U.S. Mail to all Members not less than ten

(10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies of all classes of membership entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting may either continue without addressing such assessment issue, or be adjourned but another meeting may be called subject to the same notice requirement; however, the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Presiding Officer. The President of the Association, or in the President's absence, a Vice President of the Association, shall call the Member meetings to order and in addition shall act as Chairman. In the absence of the President and all Vice Presidents of the Association, the Members present may appoint a Chairman by majority vote. The Secretary of the Association, or in the Secretary's absence an Assistant Secretary, shall keep records of all meetings of the Members, but in the absence of the Secretary and all Assistant Secretaries, if any, the presiding officer may appoint any person (whether or not a Member) to act as Secretary of the meeting.

Section 6. Voting. At all meetings of Members, all questions, unless otherwise expressly required by statute, the Certificate of Formation, or the Declaration, shall be decided by a simple majority of the votes of the Members present in person or by proxy at a meeting duly called with a quorum present. All voting shall be by voice, except that, upon the determination of the presiding officer of any meeting or upon the demand of any Member or a Member's proxy, voting shall be by secret written ballot. Each ballot shall be signed by the Member voting or by a validly appointed proxy. There shall be no cumulative voting by the Members. All voting shall be by Members in person or by proxy as allowed by the Act.

Section 7. Informal Action. The Association may act without a meeting on any issue on which a vote of the Members is required, by obtaining the written consent of the Members holding the same percentage of the votes of all Members as the percentage that would be required in a vote of the Members at a meeting considering such issue disregarding that only a quorum of Members would be required at a meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number; Term. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Owners. The directors shall serve two (2) year staggered terms so that a minimum of one-third of the Board members' terms will expire each year; provided, however, the initial Board shall be comprised of three (3) individuals appointed by Declarant and such Board members shall serve until the earlier of the first meeting of Members or their removal and replacement as provided in Article IV, Section 2, below. The number of directors may be changed by amendment of the By-Laws of the Association. Their successors are selected as hereinbelow provided.

Section 2. Death, Resignation or Removal; Replacement. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Board or by the Declarant. In the event of death, resignation or removal of a director, his successor shall be selected by a majority vote of the remaining members of the Board present and voting at a special meeting of the Board duly called and held (even though a quorum may not be present at the meeting), or by unanimous written consent of the remaining Board members. Notwithstanding the foregoing, however, if the remaining members of the Board fail to fill any such vacant director position within sixty (60) days of the vacancy (the "Director Replacement Period"), the Declarant may fill such vacant board position by designating the successor director in writing. Should the rights of the Declarant under the Declaration ever lapse or should the holder of the Declarant's rights fail to act to appoint the requisite number of directors to fill vacancies (i) for a period of sixty (60) days after the date on which the Board no longer has any members, or (ii) for a period of sixty (60) days after the expiration of the Director Replacement Period, then the vacant position(s) on the Board may be filled by a written vote or approval of fifty-one percent (51%) or more of the votes of the Owners; provided, however, that for so long as Declarant, or its successor or assigns, owns any of the Property, the vote or approval of Declarant shall be required in order for such election of any director(s) by the Owners.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarter-annually 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 that meeting shall be held at the same time 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.

Section 4. Participation in a Meeting by Conference Telephone. Any member of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 5. Written Consent in Lieu of Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto shall be signed by each member of the Board or of such committee, as the case may be, and such written consent or consents shall be filed with the minutes of proceedings of the Board or committee.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. Among its other express and implied powers under the Declaration, the Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the property and facilities subject to the Declaration, and the personal conduct of the Owners and their employees, lessees, tenants and guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of any facilities owned or operated by the Association by an Owner during any period in which such Owner 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 this Association in the Declaration or these By-Laws, and not reserved to the Owners by other provisions of these By-Laws, the Certificate of Formation, 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;
- (e) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) oversee the operations of the Architectural Committees as contemplated in the Declaration and when and as required by the Declaration appoint members or replacement members thereto.

Section 2. Duties. It shall be the duty of the Board of Directors to carry out its responsibilities under the Declaration, including specifically, but without limitation, to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at any special meeting in which such statement is requested in writing by the Owners representing two-thirds (2/3) of the total votes possible;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, determine the amount to be levied as the assessments against each Owner for each calendar year;
- (d) as more fully provided in the Declaration, to foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (reasonable charge may be made by the Board for the issuance of these certificates), and if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (g) procure and maintain adequate liability and hazard insurance on the Common Area;
- (h) cause the Common Area to be maintained; and
- (i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. 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. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 3. Special Appointments. The Board may elect such other officers as the officers 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 4. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or 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 5. 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 he replaces.

Section 6. 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 3 of this Article.

Section 7. Duties. The duties of the officers are as follows:

- (a) **President.** 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, except as may be otherwise approved by the Board of Directors.
- (b) **Vice-President.** 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.
- (c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the names of the Owners together with their addresses; and shall perform such other duties as required by the Board.
- (d) **Treasurer.** 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 or cause to be prepared an annual budget and a statement of income and expenditures to be presented to the Owners annually, and deliver a copy of each to the Owners.

ARTICLE VIII

COMMITTEES

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE IX

RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Certificate of Formation and the By-Laws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum non-usurious rate of interest per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure on real property, and such Owner expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by non-use and/or abandonment of his Lot. The lien securing the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot.

ARTICLE XI

AMENDMENTS

The By-Laws of this Association are hereby adopted by the initial Board of Directors and shall be amended or altered by a majority of the members of the Board of Directors, or their successors. In the event of a conflict between these By-Laws and the Declaration, the Declaration shall be deemed controlling.

ARTICLE XII

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 incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of **COOPER SMITH COURT TOWNHOME ASSOCIATION, INC.**, have hereunto set our hands this the 16 day of August, 2016.

BOARD OF DIRECTORS:



JONATHAN WASSERBERG



MIMI SPERBER



GARY WASSERBERG

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$60.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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