

U150120

529-90-0621

Notice

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

12/29/99 101226811 U150120 \$137.00

BEFORE ME, the undersigned authority, on this day personally appeared *Aly L. Long*, who, being by me duly sworn according to law, stated the following oath:

"My name is *Aly L. Long*. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the Managing Agent of Sterling Green South Community Improvement Association, a Texas Non-Profit Corporation (the "Association"). I am also custodian of the records for the Association and I have been authorized by the Associations Board of Directors to sign this Affidavit. *for*

The Association is a "property owners' association" as that term is defined in *Title 11 of the Texas Property Code*. The Association's jurisdiction includes, but may not be limited to, of Sterling Green South Community Improvement Association. Sections 1 and 2 per the maps or plats thereof heretofore recorded in the Map Records of Harris County, Texas. *lee*

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: 1) *Bylaws* 2) *Declaration of Covenants and Restrictions* and 3) *First Amendment to the Declaration of Covenants, Conditions and Restrictions*. The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at *4635 Southwest Freeway, Suite 425, Houston, Texas 77027*, and Telephone No. *(713) 622-0133*."

37
y

SIGNED on this 28th day of December 1999.

Aly L. Long
Printed Name: Aly L. Long
Position Held: MANAGING AGENT

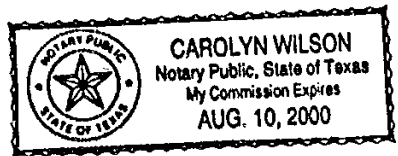
VERIFICATIONS

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared *ALY L. LONG*, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28 day of December 1999.



Carolyn Wilson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AFTER RECORDING, RETURN TO:
Principal Management Group of Houston
4635 Southwest Freeway, Suite 425
Houston, Texas 77027

COPY

529-90-0622

BYLAWS
OF
STERLING GREEN SOUTH
COMMUNITY IMPROVEMENT ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located at 2302 Fannin Street, P. O. Box 2507, Houston, Texas 77001, but meetings of members and trustees may be held at such place within the State of Texas, County of Harris, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Sterling Green South, Section One (excluding Reserves A and B) and Reserve C of Sterling Green South, Section One.

Section 2. "Association" shall mean and refer to Sterling Green South Community Improvement Association, a Texas nonprofit corporation, its successors and assigns.

Section 3. "The Subdivision" shall mean and refer to Sterling Green South Section One (excluding Reserves A and B) and Reserve C

of Sterling Green South, Section One, and all subsequent Sections of Sterling Green South expressly brought within the plan of the Declaration.

Section 4. "The Properties in the Subdivision" shall mean and refer to the properties respectively described in and made subject to the Declaration and all Supplemental Declarations.

Section 5. "Lot" shall mean and refer to any portion of the Properties in the Subdivision which is deemed to be a Lot under the terms of the Declaration or any Supplemental Declaration.

Section 6. "Committee" shall mean and refer to the Architectural Control Committee established in accordance with Article IV of the Declaration.

Section 7. "Owner" and "Owners in the Subdivision" shall mean and refer to those persons and entities deemed to be Owners under the terms of the Declaration and all Supplemental Declarations.

Section 8. "Declarant" shall mean and refer to Gibraltar Savings Association and any of its successors or assigns which under the terms of the Declaration succeed to the rights of Declarant thereunder.

Section 9. "Member" and/or "Members" shall mean and refer to all those Owners who are Members of the Association as provided in the Declaration, all Supplemental Declarations and the Articles of Incorporation of the Association. The Association shall have two classes of membership, Class A and Class B. Class A shall be all

the members of the Association, with the exception of the Declarant. The Class B member shall be the Declarant. Each class shall have such voting rights as are designated herein.

Section 10. "Supplemental Declarations" shall mean and refer to all Supplemental Declarations of Covenants, Conditions and Restrictions bringing additional property within the plan of the Declaration under the authority provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Place of Meetings. All meetings of members shall be held at the principal office of the Association, or at such other place within Harris County, Texas as may be designated by the Board of Trustees or officer or member(s) calling the meeting.

Section 2. Annual Meetings. The first regular meeting of the members of the Association shall be held on the first Monday in February of each year beginning in 1980, at 10:00 a.m. at the principal office of the Association. If such date for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The Board of Trustees may postpone the time of holding the annual meeting of members for such period not exceeding ninety (90) days as they deem advisable [and any annual meeting which is so postponed or for any other reason not held on the date provided above (or on the first day following which is not a legal holiday) is herein referred to as a "delayed annual meeting"]. Failure to hold the

annual meeting at the designated time shall not work a dissolution of the Association nor impair the powers, rights and duties of the Association's officers and trustees.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Trustees. Special meetings of members may also be called by the Secretary upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat.

Section 4. Notice of Meeting. Written notice of all special meetings and delayed annual meetings stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the meeting to the then members of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association with postage thereon prepaid. Notice of annual meetings (which are not delayed) shall not be required, but may be given in a like manner.

Section 5. Quorum. The presence at the meeting of members entitled to vote, or represented by proxy, one-tenth (1/10) or more of the votes of each class of membership shall constitute a quorum at a meeting of members for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these bylaws;

but if a quorum is not present or represented, a majority in interest of the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The vote of the members holding a majority of the votes entitled to be cast and thus represented at a meeting at which a quorum is present shall be the act of the members' meeting unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration, or these bylaws.

Section 6. Proxies. At all meetings of members, each member who is entitled to vote 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 should membership in the Association cease.

Section 7. Voting Rights. Class A members shall be entitled to one vote for each Lot in the Subdivision in which they hold the interest required for membership by the Declaration or the Supplemental Declaration which includes such Lot as a part of the Properties described therein. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event, shall more than one vote be cast with respect to each Lot.

The Class B member shall be entitled to three (3) votes for each Lot in the Subdivision in which it holds the ownership interest required for membership by the Declaration or the Supplemental Declaration which includes such Lot as a part of the Properties described therein; provided, that the Class B Membership shall cease and become converted to Class A membership upon the first to occur of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1989.

Thereafter, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for Lot in the Subdivision in which it holds the ownership interest required for membership, as above provided.

The Class A and Class B members shall have no rights as such to vote as a class, except as provided in the Articles of Incorporation or the Declaration.

Section 8. Officers at Meetings. Meetings of the Members shall be presided over by the President or, if he is not present, by any one of the Vice Presidents. The Secretary shall act as the Secretary of the meeting, if present.

ARTICLE IV

BOARD OF TRUSTEES

Section 1. Board of Trustees. The business and property of the Association shall be managed and controlled by a Board of Trustees consisting of three (3) members. Such number may be increased or

decreased by amendment of these bylaws, provided that no decrease shall effect the shortening of the term of any incumbent trustee. Unless sooner removed in accordance with these bylaws or until the Association has received a written resignation, members of the Board of Trustees shall hold office until the next annual meeting of Members and until their successors shall have been elected and qualified. ^{in their term exp}

Section 2. Qualifications. Trustees need not be Members of the Association.

Section 3. Vacancies. Any vacancies occurring in the Board of Trustees, including vacancies resulting from any increase in the number of Trustees, may be filled by the affirmative vote of a majority of the Trustees then in office, though less than a quorum of the entire Board, and the Trustees so elected shall hold office until the next annual election occurring after their respective terms of office expire and until their successors are elected and have qualified.

Section 4. Term of Office. The initial trustees for the Association, as set forth in the Articles of Incorporation, shall hold office until the 1980 annual meeting. At the first annual meeting of members of the Association in 1980, three trustees shall be elected, each to one of the three (3) positions on the Board of Trustees, designated as Positions One, Two and Three. Trustees elected to each position will serve for terms of one, two and three years, respectively. At each annual meeting thereafter, the members shall elect the number of trustees whose terms expire at such time,

such trustees to serve for the terms designated.

Section 5. Nomination. Nomination for election to the Board of Trustees 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 Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees 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 nonmembers.

Section 6. Election. Election of Members of the Board of Trustees may be by secret written ballot or by such other manner as may be approved at a meeting. At such election the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the provisions of Article III, Section 7. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 7. Place of Meeting. Meetings of the Board of Trustees may be held either within or without the State of Texas, at whatever place is specified by the officer or Trustee calling a meeting. In the absence of specific designation, the meeting shall be held at the principal office of the Association.

Section 8. Regular Meetings. The Board of Trustees shall meet each year immediately following the annual meeting of the Members, at the place of such meeting, for the transaction of such business as may be properly brought before it. No notice of annual meetings need be given to either old or new members of the Board of Trustees. Regular meetings may be held at such other times as shall be designated by the Board of Trustees.

Section 9. Special Meetings. Special meetings of the Board of Trustees may be held at any time upon the call of the President, the Secretary, or any Trustee. Notice shall be sent by mail or telegram to the last known address of each Trustee at least three (3) days before the meeting. Oral notice may be substituted for such written notice if given not later than one (1) day before the meeting. Notice of the time, place, and purpose of such meeting may be waived in writing before or after such meeting, and shall be equivalent to the giving of notice. Attendance of a Trustee at such meeting shall also constitute a waiver of notice thereof, except where he attends for the announced purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Except as otherwise herein provided, neither the business to be transacted at nor the purpose of any regular or special meeting of the Board of Trustees need be specified in the notice or waiver of notice of such meeting.

Section 10. Quorum. A majority of the number of Trustees fixed by these bylaws as from time to time amended shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time until they can secure the attendance of a quorum. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. Any regular or special Trustees' meeting may be adjourned from time to time by those present, whether a quorum is present or not.

Section 11. Compensation. Trustees, as such, shall not receive any stated salary for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided that nothing contained herein shall be construed to preclude any Trustee from serving the Association in any other capacity and receiving compensation therefor.

Section 12. Removal. Any Trustee may be removed, either for or without cause, at any special meeting of Members by a majority affirmative vote of the Members. The notice calling such meeting shall give notice of the intention to act upon such matter, and if the notice so provides, the vacancy caused by such removal may be filled at such meeting by a majority vote of the Members. For cause, a Trustee may be removed at any meeting of Trustees by the affirmative vote of a majority of the Trustees then in office.

Section 13. Executive Committee. The Board of Trustees, by resolution adopted by a majority of the number of Trustees fixed by these bylaws, may designate an Executive Committee, which committee shall consist of two or more of the Trustees of the Association. Such Executive Committee may exercise such authority of the Board of Trustees in the business and affairs of the Association as the Board of Trustees may by resolution duly delegate to it except where action by the Board of Trustees is specified by law. The designation of such committee and delegation thereto of authority shall not operate to relieve the Board of Trustees, or any member thereof, of any responsibility imposed upon it or him by law. Any member of the Executive Committee may be removed by the Board of Trustees fixed by the bylaws whenever in the judgment of the Board the best interests of the Association will be served thereby. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board of Trustees when required. The minutes of the proceedings of the Executive Committee shall be placed in the minute book of the Association.

Section 14. Advisory Committee. In addition to an Executive Committee the Board of Trustees may for its convenience, and at its discretion, appoint one or more advisory committees of two or more Trustees each, but no such advisory committees shall have any power or authority except to advise the Board of Trustees, any such committee shall exist solely at the pleasure of the Board of Trustees, no minutes of the proceedings of any such committee need be kept,

and no member of any such committee shall receive any compensation for such membership except by way of reimbursement for reasonable expenses actually incurred by him by reason of such membership.

Section 15. Nominating Committee. The Board of Trustees shall appoint a Nominating Committee, as provided in these bylaws.

Section 16. Powers of the Board of Trustees. The Board shall have the power to:

- (a) suspend the voting rights and right to the use of any facilities or services provided by the Association for a member during any period in which such member shall be in default in the payment of any assessment, including the regular annual maintenance charge, and special assessments (if any), levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;
- (b) exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, the Declaration or any Supplemental Declaration;
- (c) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and
- (d) employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties and the terms of employment or services.

Section 17. Duties of the Board of Trustees.

529-90-0634

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 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 this Association, and to see that their duties are properly performed;

(c) fix the amount of the annual assessment against properties subject to the jurisdiction of the Association and to take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

(d) 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; a reasonable charge may be made by the Board for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association; and

(f) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of this Association shall be a President; who at all times shall be a member of the Board of

Trustees; a Vice President or Vice Presidents; a Secretary; and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of whom shall hold office for one year and until their successors are elected and qualified. Two or more offices may be held by the same person, except that no person may simultaneously hold both the office of President and the office of Secretary, and no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation, the Declaration or these bylaws to be executed, acknowledged, or verified by two or more officers.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each ANNUAL meeting of the members.

Section 3. 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 4. Salaries. The salaries, if any, of the officers shall be determined by the Board of Trustees and may be altered by the Board, from time to time, except as otherwise provided by contract. All officers shall be entitled to be paid or reimbursed for all costs and expenditures incurred in the Association's business.

Section 5. Vacancies. Whenever any vacancies shall occur in any office by death, resignation, increase in the number of officers of the Association, or otherwise, the same shall be filled by the

Board of Trustees, and the officer so elected shall hold office until his successor is chosen and qualified.

Section 6. Removal. Any officer or agent elected or appointed by the Board of Trustees may be removed by the Board of Trustees, with or without cause, whenever in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 7. President. It shall be the duty of the President to preside at all meetings of the members and all meetings of the Board of Trustees of the Association; to sign all deeds, conveyances, releases, mortgages; and, to co-sign all checks and promissory notes.

Section 8. Vice President. The Vice President may perform the usual and customary duties that pertain to such office (but not unusual or extraordinary duties or powers conferred by the Board of Trustees upon the President) and, under the direction and subject to the control of the Board of Trustees, such other duties as may be assigned to him.

Section 9. Secretary. It shall be the duty of the Secretary to attend all meetings of the Members and Board of Trustees and record correctly the proceedings had at such meetings in a book suitable for that purpose. It shall also be the duty of the Secretary to keep the corporate seal of the Association and affix it to 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 may be designated by the Board. The duties of the Secretary may also be performed by any assistant Secretary. In the absence of the appointment of a Treasurer for the Association, the Secretary shall perform the duties of the Treasurer.

Section 10. Treasurer. The Treasurer shall keep such monies of the Association as may be entrusted to his keeping and account for the same. He shall co-sign all checks and promissory notes. He shall be prepared at all times to give information as to the condition of the Association and shall make a detailed annual report of the entire business and financial condition of the Association. The person holding the office of Treasurer shall also perform, under the direction and subject to the control of the Board of Trustees, such other duties as may be assigned to him, The duties of the Treasurer may also be performed by any Assistant Treasurer.

Section 11. Delegation of Authority In the case of any absence of any officer of the Association, or for any other reason that the Board may deem sufficient, the Board of Trustees may delegate some or all of the powers or duties of such officer to any other officer or to any Trustee, employee, member, or agent for whatever period of time seems desirable, providing that a majority of the entire Board concurs therein.

ARTICLE VI

ASSESSMENTS

As more fully provided in the Declaration and the Supplemental Declarations, each member is obligated to pay to the Association certain annual and special 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 date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. Interests, 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 non-use of any of the facilities or services provided by the Association or by abandonment of his property, whether owned or leased.

ARTICLE VII

INDEMNIFICATION

Section 1. Suit Against Association. Subject to the provisions of Section 3 of this Article, the Association shall indemnify any Trustee or officer or former Trustee or officer of the Association for expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection with any claim asserted against, by action in court or otherwise, by reason of his being

or having been such Trustee or officer, except in relation to matters as to which he shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Section 2. Suit By or In Right of Association. Subject to the provisions of Section 3 of this Article, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Trustee or officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the appropriate court of the State of Texas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the appropriate court of the State of Texas or such other court shall deem proper.

Section 3. Approval of Indemnification. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific

case upon a determination that indemnification of the Trustee or officer is proper in the circumstances because he had met the applicable standard of conduct set forth in said Sections 1 and 2. Such determination shall be made (1) by the Board of Trustees by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable and a quorum of disinterested Trustees so directs by independent legal counsel (who may be counsel to the Association) in a written opinion, or (3) by the members.

Section 4. Indemnification Upon Success on the Merits. If a Trustee or officer of the Association has been successful on the merits or otherwise as a party to any action, suit, or proceeding referred to in Section 1 and 2 of this Article, or with respect to any claim, issue, or matter therein (to the extent that a portion of his expenses can be reasonably allocated thereto), he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 5. Advance for Expenses. Expenses incurred in connection with any claim for which indemnity is provided under this Article VII, or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as authorized in the manner provided in Section 3 of this Article, upon receipt of an undertaking by or on behalf of the Trustee or officer to repay such amount unless it shall ultimately be determined that he is

entitled to be indemnified by the Association as authorized in this Article.

Section 6. Other Rights. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any other rights to which those indemnified may be entitled under any other bylaw, agreement, vote or members or disinterested Trustees, or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee or officer, of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or the Texas Non-Profit Corporation Act.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Amendments. These bylaws may be altered or repealed at any regular meeting of the members or at any special meeting of the members at which a quorum is present or represented, provided notice of the proposed alteration or repeal be contained in the notice of

such special meeting, by the affirmative vote of a majority of the votes entitled to be cast at such meeting and present or represented thereat, or by the affirmative vote of a majority of the Board of Trustees at any regular meeting of the Board or at any special meeting of the Board if notice of proposed alteration or repeal be contained in the notice of such special meeting, except that the Trustees shall not alter, amend, or repeal any bylaw, or enact any bylaw in conflict with a bylaw, adopted by the members after the original adoption of these bylaws. So long as there is a Class B membership, any amendments of these bylaws must have the prior approval of the Federal Housing Administration or Veterans Administration.

Section 2. Waiver. Whenever, under the provisions of any law, the Articles of Incorporation or amendments thereto, the Declaration, or these bylaws, any notice is required to be given to any member, Trustee, or committee member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 3. Offices. The principal office of the Association shall be designated by resolution of the Board of Trustees. The Association may also have offices at such other places as the Board of Trustees may, from time to time, designate or as its business may require.

Section 4. Resignations. Any Trustee or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Association. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Seal. The seal of the Association shall be circular in form with the word "Texas" in the center and the name of the Association around the margin thereof.

Section 6. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the members or Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members or Trustees, as the case may be, who are entitled to vote on the matter, and such consent shall have the same force and effect as a unanimous vote thereon. The signed consent shall be placed in the minute book.

Section 7. Telephone Meetings. Members and Trustees may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all participants in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8. Books and Records. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or Trustee. The Declaration, Supplemental Declarations, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member or Trustee at the principal office of the Association, where copies may be purchased at reasonable cost.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Trustees, held on the 6th day of December, 1978.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 19th day of December, 1978.

Michael P. Bossi
Secretary

529-90-0645

FIRST AMENDMENT
TO THE BYLAWS OF THE
STERLING GREEN SOUTH
COMMUNITY IMPROVEMENT ASSOCIATION

The purpose of this amendment is to recognize the inclusion of Sterling Green South Section Two into the existing Community Improvement Association. Both Section One and Section Two have shared the same rights, responsibilities and privileges of being in the Association since October 1, 1982.

ARTICLE II, SECTION 1 is modified as follows:

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Sterling Green South, Section One (excluding Reserves A and B) and Reserve C of Sterling Green South, Section One and also to the Supplemental Declarations of all subsequent Sections of Sterling Green South expressly brought within the plan of the Declaration. Specifically included is the Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Green South, Section Two (excluding one 0.1717 ac. reserve) a Subdivision in Harris County, Texas.

This First Amendment to the Bylaws of the STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION is duly adopted on this 11th day of February, 1985 at a special meeting of the Board of Trustees.

James L. Barber
James L. Barber

Robert J. Mahoney
Robert J. Mahoney

(absent)

Steve Brewster

Note: Approval of the Amendment by the Federal Housing Administration or Veterans Administration has not yet been obtained.

COPY

SECOND AMENDMENT
TO THE BYLAWS OF THE
STERLING GREEN SOUTH
COMMUNITY IMPROVEMENT ASSOCIATION

The purpose of this amendment is to increase the number of Board of Trustee members from three (3) to five (5) and to stagger the terms of the Trustees so that, at most, three Trustee terms will expire in a given year.

ARTICLE IV, SECTION 1 is modified as follows:

Board of Trustees. The business and property of the Association shall be managed and controlled by a Board of Trustees consisting of five (5) members. Such number may be increased or decreased by amendment of these bylaws, provided that no decrease shall effect the shortening of the term of any incumbent trustee. Unless sooner removed in accordance with these bylaws or until the Association has received a written resignation, members of the Board of Trustees shall hold office until the next annual meeting of Members in which their term expires and until their successors shall have been elected and qualified.

ARTICLE IV, SECTION 4 is modified as follows:

Term of Office. All Trustee positions shall be two (2) year terms. In order to initially stagger the terms, the following conditions will be set for the 1985 annual meeting elections: the Position One term which would normally expire in 1985 will be converted from a one year term to a two year term expiring in odd numbered years; the Position Two term which will normally expire in 1986 will remain a two year term expiring in even numbered years; the Position Three term which would normally expire in 1985 will be converted from a three year term to a two year term expiring in odd numbered years; the new Position Four term will expire in 1986 and thereafter expire every two years in even numbered years; the new Position Five term will be two years and expire in odd numbered years.

529-90-0647

This Second Amendment to the Bylaws of the STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION is duly adopted on this 11th day of February, 1985 at a special meeting of the Board of Trustees.

James L. Barber

James L. Barber

Robert J. Mahoney

Robert J. Mahoney

(absent)

Steve Brewster

Note: Approval of this Amendment by the Federal Housing Administration or Veterans Administration has not yet been obtained.