

BY-LAWS

BOIS' D ARC ESTATES HOMEOWNERS ASSOCIATION, INC.

Adopted February 4, 1999

ARTICLE 1

NAME AND LOCATION

The name of the corporation is BOIS' D ARC ESTATES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 2000, Dairy Ashford, Suite # 590, Houston, Texas 77077, but meetings of members and officers may be held at such place within the State of Texas, County of Fort Bend, as may be designated by the officers.

ARTICLE 2

DEFINITIONS

SECTION 1 "Association" shall mean and refer to BOIS' D ARC ESTATES Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 2 "Properties" shall mean and refer to that certain property or properties described in the Declaration of Covenants, Conditions and Restrictions for BOIS' D ARC ESTATES, Abstract 75, subdivision in Fort Bend County, Texas, and any additional properties which may hereafter be brought within the jurisdiction of the Association.

SECTION 3 "Lot" or "Lots" shall mean and refer to the plots of land depicted and numbered as such upon the subdivision plat of BOIS' D ARC ESTATES, Abstract 75, as recorded in the Map Records of Fort Bend County, Texas, any re-plat thereof or any additional properties which may hereafter be brought within the jurisdiction of the Association.

SECTION 4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 5 "Declarant" shall mean and refer to Ellis Cattle Company Inc., the Declarant in the Declaration, and its successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

SECTION 6 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of BOIS' D ARC ESTATES, Abstract 75, a subdivision in Fort Bend County, Texas, filed for record in the office of the County Clerk of Fort Bend County, Texas, and any additions or supplements thereto.

SECTION 7 "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

ARTICLE 3

MEETING OF MEMBERS

SECTION 1 Annual Meetings The regular annual meeting of the members of the Association shall be held in May of each year beginning in 1998. The failure to hold the regular annual meeting shall not dissolve the Association.

SECTION 2 Special Meetings Special meetings of the members may be called at any time by the President or by any Officer, or upon the written request of a member when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.

SECTION 3 Notice of Meetings Written notice of each special meeting of the members shall be given by, or at the direction of, the secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least 10 days (Ten) 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 to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. An invitation to an open forum at a regularly scheduled Officer's meeting will be announced by subdivision signs posted prior to the meeting.

SECTION 4 Quorum The presence at the meeting of members entitled to cast a vote, or of proxies entitled to cast a vote, 10% of the membership shall constitute a quorum for any action except as otherwise in the Articles of Incorporation, the Declaration, or those Bylaws. If however, such quorum shall not be present or represented at any meeting, 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 be represented.

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

ARTICLE 4

OFFICERS AND THEIR DUTIES

SECTION 1 Enumeration of Offices The Officers of this Association shall be a President, Vice President, Secretary, Treasurer and 5th Officer, and such other Officers as the Officers may from time to time by resolution create.

SECTION 2 Election of Officers The election of Officers shall take place at the annual meeting of the members.

SECTION 3 Nomination Nominations for election to an office shall be made by the members. Nominations may also be made from the floor at the annual meeting. Nominations for election to an Office shall be for the number of vacancies that are to be filled.

SECTION 4 Election Election to an Office shall be by written ballot. 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 the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

SECTION 5 Term The Officers of this Association shall be elected annually by the members and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 6 Special Appointments The Officers 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 Officers may, from time to time determine.

SECTION 7 Resignation and Removal Any Officer may be removed from office with just cause by a unanimous vote of all other officers. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 8 Vacancies A vacancy in any office may be filled by appointment by the Officers. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 9 Multiple Offices No person shall simultaneously hold more than one office.

SECTION 10 Compensation No Officer shall receive compensation for any service he may render to the Association, provided, however, any Officer may be reimbursed for his actual expense incurred in the performance of his duties.

SECTION 11 Duties The duties of the Officers of the Association are as follows:

PRESIDENT

- (a) The President shall preside at all meetings of the Officers and of the Association; 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 promissory notes and is the liaison with the association's lawyer.

VICE PRESIDENT

- (b) The Vice President shall act in the place and stead of the President in the event of his absence, or his inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Officers. The Vice President shall be the liaison with the management company and maintains copies of the HOA records.

SECRETARY

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Officers and of the members; is the second-signer on the association's bank account and shall perform such other duties as required by the Officers.

TREASURER

- (d) The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by the resolution of the Officers; shall sign all checks and promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by the members of the Association during normal business hours from the management company.

FIFTH OFFICER

- (e) The Fifth Officer will be in charge of special projects appointed by the Board.

ARTICLE 5

MEETINGS OF OFFICERS

SECTION 1 Meetings Regular meetings of the Officers shall be held with adequate notice from the President.

SECTION 2 Quorum A majority of the number of the Officers shall constitute a quorum for the transaction of the business. Every act or decision done or made by a majority of the Officers present at a duly held meeting at which a quorum is present shall be regarded as the act of the Officers.

SECTION 3 Action without a meeting Any action which may be required or permitted to be taken at a meeting of the Officers may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the Officers. Such consent shall be placed in the minute book of the Association. Any action so approved shall have the same effect as though taken at a meeting of the Officers.

ARTICLE 6

POWERS AND DUTIES OF THE ASSOCIATION

SECTION 1 Power The Officers shall have the following rights and powers:

- (a) to suspend the voting rights of a member who is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot.
- (b) to enter management and / or operating contracts or agreements relative to the maintenance and operation of the HOA in such instances as the Officers may deem appropriate.
- (c) to exercise for the Association all rights, powers, duties and authority granted, vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Article of Incorporation, or the Declaration.

SECTION 2 Duties It shall be the duty of the Officers to:

- (a) cause to be kept a complete record of all of 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
- (b) supervise agents, and employees of this Association, and to see their duties are properly performed.
- (c) fix the amount of annual assessment against properties subject to the jurisdiction of the Association and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof.
- (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 Officers for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

- (e) procure and maintain such liability insurance for the HOA Officers as it may deem appropriate.
- (f) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE 7

COMMITTEES

The Officers shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE 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. The Declaration, Articles of Incorporation, Bylaws of the Association and Meeting Minutes shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost to the member.

ARTICLE 9

ASSESSMENTS

As more fully provided in the Declaration, 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 nine and one-half (9-1/2 %) percent per annum; the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments by abandonment of his Lot.

ARTICLE 10

AMENDMENTS

Section 1 Amendment These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2 Conflict In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 11

MISCELLANEOUS

The calendar 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 calendar year shall begin on the date of incorporation.