

**By-Laws**

**Copperfield Place Property Owners Association, Inc.  
Amended To 12/13, 1991**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is COPPERFIELD PLACE PROPERTY OWNERS ASSOCIATION, INC. (the "Association"). The principal office of the corporation shall be located at Houston, Texas, but meetings of members and directors may be held at such places within Harris County, Texas, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to Copperfield Place Property Owners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, and its successors and assigns.

Section 2. "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Commercial Unit" shall (a) mean and refer to a portion of the property within Copperfield Place containing ten thousand (10,000) square feet of land area (exclusive of any land located within the Transcontinental Gas Pipeline Corporation easement recorded under Clerk's File No. E771313, Film Code No. 141-11-0455 in the Harris County Real Property Records); and (b) be the basis for voting rights in and assessment by the Association for land within Copperfield Place.

Section 4. "Common Area" shall mean and refer to all real property owned in fee or held in easement by the Association for exclusive common use and enjoyment of the Members or a class of Members and shall include areas conveyed or to be conveyed by deed or easement to and accepted by the Association.

Section 5. "Copperfield Place" shall mean and refer to all of the property subject to the Declaration except the land described as the Village.

Section 6. "Copperfield Place Council" shall mean and refer to the committee of the Association consisting of five members, being persons initially appointed by the Declarant and thereafter elected by vote of the owners of the Commercial Units, which committee shall have responsibility for administering the Copperfield Place Account and the use restrictions applicable to Copperfield Place and for operation and maintenance of the Common Area located in Copperfield Place.

Section 7. "Declarant" shall mean and refer to Friendswood Development Company, a corporation incorporated under the laws of the State of Arizona, and its successors and assigns.

**Section 8.** "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions applicable to Copperfield Place and the Village dated September 30, 1991, recorded under Clerk's File No. N355947 in the Harris County Real Property Records.

**Section 9.** "Lot" shall mean and refer to any plot of land located in the Village upon which there has been or will be constructed a single family residence, as indicated on the recorded plat or plats of such land or, if no plat(s) has been recorded, on the preliminary plat(s) or plan proposed by the Owner of such land until a plat or plats are recorded.

**Section 10.** "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association. One class of membership in the Association shall be composed of the Owners of the Commercial Units, and the other class of membership shall be composed of the Owners of the Lots.

**Section 11.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to the surface estate in any Lot or Commercial Unit 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.

**Section 12.** "Recreation Facilities" shall mean and refer to that portion of the Common Area comprised of the park, recreation, and pool facilities to be constructed in the Village, to be conveyed to and accepted by the Association, and operated and maintained with funds out of the Village Account. Recreation Facilities shall be Common Area, but use of the Recreation Facilities shall be restricted to the Owners of the Lots and their guests.

**Section 13.** "Village" shall mean and refer to that portion of the Property described on Exhibit A which is planned for development for single-family residential purposes and adjacent reserves restricted to use other than commercial, generally referred to as Copperfield Place Village, and any other land added or annexed to the Village in accordance with the provisions of the Declaration.

**Section 14.** "Village Council" shall mean and refer to the committee of the Association consisting of three members, being persons initially appointed as set forth in the Declaration and thereafter elected by vote of the Owners of the Lots, which committee shall have responsibility for administering the Village Account and the use restrictions applicable to the Village, and for operation and maintenance of the Recreation Facilities and other Common Area located in the Village.

### ARTICLE III MEETINGS OF MEMBERS OF THE ASSOCIATION

**Section 1. Annual Meetings.** The first annual meeting of the Members shall be held on a date selected by the Board upon thirty (30) days prior written notice to the Members, and each subsequent regular annual meeting of the Members shall be held in the same calendar month of each succeeding year, on a date and at a time designated by the Board.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes in the Association.

**Section 3. Notice of Meetings.** Written notice of each Annual and Special 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 thirty (30) days before such meeting to each Member entitled to vote 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, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of Members in person or by proxy with one-tenth (1/10) of the votes of each class of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have 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 person entitled to a vote may appear 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 loss of membership.

#### ARTICLE IV BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of six (6) directors, who need not be members of the Association. Three directors shall be appointed by the Copperfield Place Council, and three directors shall be appointed by the Village Council.

**Section 2. Term of Office.** Each director shall serve a term of one year and may be reappointed by his or her respective Council for successive terms.

**Section 3. Compensation.** No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties as a director.

**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 Board.

ARTICLE V  
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the day set for the meeting be a legal holiday or on a weekend, then the meeting shall be held at the same place and hour on the first following business day.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, upon not less than three (3) days notice to each director. A director may waive in writing notice of any meeting of the Board. Except for matters requiring specification in notice and matters as to which a director casts a nay vote, attendance at any meeting shall constitute a waiver of notice of such meeting by such 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, as long as the majority vote includes at least one director appointed by each Council.

ARTICLE VI  
ORGANIZATION OF THE ASSOCIATION

Because the uses of the land located in the Village and in Copperfield Place are different and the interests of the Owners in each area may differ from time to time, it is intended that the administration and activities of the Village be separate and apart from the administration and activities of Copperfield Place, except for the Association's general administrative responsibilities and obligations, if any, to make certain payments to Copperfield Community Association, Inc. for services to be provided to the Owners. These By-Laws are organized and shall be interpreted to accomplish that intent.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS  
AND THE COUNCILS

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

- a. suspend the voting rights and right to use of the Common Area of a Member during any period in which such Member 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;
- b. exercise on behalf of the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

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

d. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same.

In addition, each Council shall have the power to adopt and publish rules and regulations governing the use of the Common Area and facilities within their respective jurisdiction, and, with respect to the Village Council, the Recreation Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

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

a. cause to be kept a complete record of all its acts and corporate affairs and 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 votes in the Association;

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

c. as more fully provided in the Declaration, fix the amount of the annual assessment not later than October 15 of each calendar year and notify each Council of the amount;

d. issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such a certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. procure and maintain adequate liability and hazard insurance covering the Association as it may deem appropriate;

f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

g. cause the Common Area and esplanades that are not maintained by either Council or by the Copperfield Community Association, Inc., if any, to be maintained, including but not limited to trimming, watering and trash pick-up, as necessary; and

h. cause any property subject to the Declaration to be maintained as called for therein.

Each Council shall fix the total amount of the annual assessment for the land subject to its jurisdiction in accordance with the Declaration not later than 30 days in

advance of each assessment period and give written notice to the Board so that the Board may give notice to the Owners of the land subject to assessment.

Each Council shall have responsibility for administering the Account of the Association designated for its use by the Declaration; administering the use restrictions applicable to the land within its jurisdiction; and operation and maintenance of the Common Area within its jurisdiction, including with respect to the Village Council, the Recreation Facilities.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall consist of a President, a Vice-President, and a Secretary-Treasurer who shall at all times be members of the Board.

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

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless unable to do so by reason of resignation, removal, or disqualification.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for no more than one (1) year, have such authority, and perform such duties as the Board 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. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary-Treasurer. 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. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the 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:

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

b. Vice-President. The Vice-President shall act in the place of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

c. Secretary-Treasurer. The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring 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, receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board; have authority to sign promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a competent accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the Members; and perform such other duties as required by the Board.

#### ARTICLE IX COMMITTEES

The Copperfield Place Council and the Village Council, as described above, shall each be a committee of the Board. The membership of each Council will initially be appointed as set forth in the Declaration and thereafter will be elected by the vote of the owners of the land within the jurisdiction of the respective Council. Each Council shall establish its own rules and procedures, including time, place, and frequency of meetings. In addition, the Board shall appoint such other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X 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, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, annual and special assessments levied by the Association 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 a late charge, and past due assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%) 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 property, and interest, costs, and reasonable attorney's fees of any such

action shall be added to the amount of such assessment. An owner may not escape liability for the assessments provided in the Declaration by nonuse of the Common Area or Recreation Facilities or abandonment of his or her property.

## ARTICLE XII APPEALS

Section 1. Right of Appeal. A Member may appeal any decision of the architectural review committees established by the Declaration or any other committee appointed pursuant to Article IX hereof (other than the Village Council or the Copperfield Place Council) to the Council with jurisdiction over the applicable property or committee, provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of such committee until such time, if any, as the Village Council or the Copperfield Place Council, as applicable, amends or reverses the committee's decision.

Section 2. Appeals Petitions. Appeals petitions shall be legibly written and shall be submitted in form satisfactory to the applicable Council.

Section 3. Hearing. Any Member filing an appeal as hereinabove set forth shall be entitled to a hearing before the applicable Council upon at least seven (7) days prior written notice to all interested parties.

Section 4. Decision. Following the hearing, the applicable Council may, by majority vote, uphold the decision of the committee in its entirety, may amend such decision, or may overturn such decision. A decision of the Village Council or the Copperfield Place Council may not be appealed to the Board.

Section 5. Further Action. A Member shall exhaust all available remedies as herein provided before such Member may resort to a court of law for relief with respect to any committee decision, provided that such limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.

## ARTICLE XIII INDEMNIFICATION PROVISIONS

The Association shall indemnify each director, former director, officer, or former officer of the Association and each member of the Copperfield Place Council and the Village Council for expenses and costs (including attorney's fees) actually and necessarily incurred in connection with any claim asserted, by action in court or otherwise, by reason of such person being or having been such director or officer, to the full extent permitted by applicable law.

## ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: COPPERFIELD PLACE PROPERTY OWNERS ASSOCIATION, INC.



ARTICLE XV  
MISCELLANEOUS

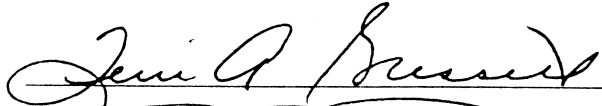
Section 1. The fiscal year for the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

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

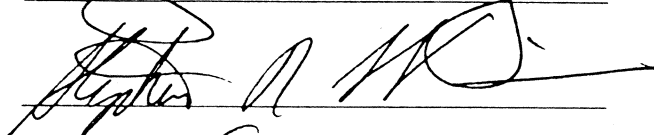
ARTICLE XVI  
AMENDMENTS

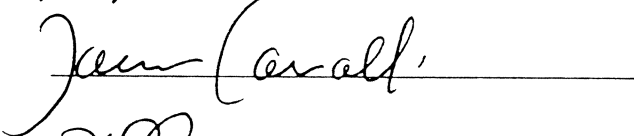
These By-Laws may be amended with the approval of two-thirds (2/3) of the votes of each class of Members of the Association. As long as seventy-five percent (75%) of the votes of the Lots are held by a Subscriber to the Declaration, the approval of or on behalf of the Federal Housing Authority and Veterans Administration is required for amendment of these By-Laws.

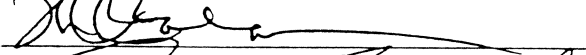
IN WITNESS WHEREOF, we, being all the directors of COPPERFIELD PLACE  
PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands on  
DECEMBER 13, 1991.

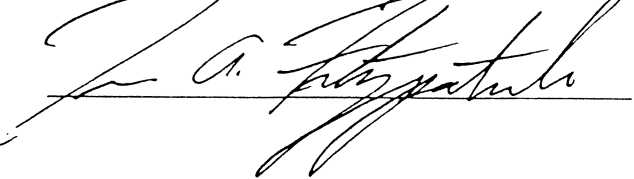












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