

DEDICATORY INSTRUMENTS

CERTIFICATION

I, the undersigned, do hereby certify:

01/03/00 300354334 U153670

\$55.00

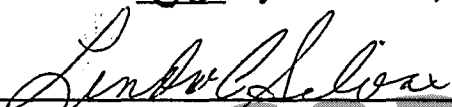
THAT I am the duly elected and acting Secretary of TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION, INC. (the Association), a Texas non-profit corporation; and

THAT the attached documents, as set out in Exhibit "B", apply to the operation of the Association and the utilization of property within TIMBER LANE, a subdivision in Harris County, Texas, more particularly described in the attached Exhibit "A"; and

THAT the attached documents are true and correct copies of the originals; and

THAT the attached documents are herewith being recorded in the Real Property Records of Harris County pursuant to Texas Property Code §202.006.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 30 day of December, 1999.

  
Linda C. Silva, Secretary

FILE FOR RECORD  
8:00 AM

JAN 3 2000

  
County Clerk, Harris County, Texas

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Linda C. Silva, Secretary of Timber Lane Community Improvement Association, Inc., known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that she is the person who signed the foregoing document in her representative capacity, and that the statements therein contained are true and correct.

Given under my hand and seal of office this the 30 day of December, 1999.

  
Notary Public, State of Texas

After recording, return to:

Innovative Management Service  
623 W. 25th Street  
Houston, TX 77008



EXHIBIT "A"TIMBER LANE SUBDIVISION  
PROPERTY DESCRIPTION

TIMBER LANE SECTION ONE (1), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 163, page 55, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION TWO (2), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 184, page 1, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION THREE (3), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 194, page 126, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION FOUR (4), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 191, page 75, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION FIVE (5), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 211, page 103, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION SIX (6), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 229, page 130, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION SEVEN (7), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 273, page 87, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION EIGHT (8), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 243, page 51, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION NINE (9), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 248, page 85, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION TEN (10), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 253, page 86, of the Map Records of Harris County, Texas, and

TIMBER LANE SECTION ELEVEN (11), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 282, page 49, of the Map Records of Harris County, Texas, and

all other additions which are subsequently annexed thereto and made subject to the authority of the Association.

**EXHIBIT "B"**

Dedictory Instruments for TIMBER LANE subdivision, filed pursuant to Texas Property Code §202.006:

1. Bylaws of Timber Lane Community Improvement Association, Inc.
2. Articles of Incorporation of Timber Lane Community Improvement Association, Inc.
3. Resolutions adopted by the Board of Directors of Timber Lane Community Improvement Association, Inc.:
  - A. Maintenance Assessment Collection Procedure.
  - B. Annual Assessment for year 2000.

**BYLAWS OF  
TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION  
RESTATED AND AMENDED**

**ARTICLE I**

**DEFINITIONS**

Section 1.1: "Property" or "Properties" as used in these Bylaws shall mean and refer to the following described real property situated in Harris County, Texas, according to the maps or plats of:

TIMBER LANE SECTION ONE (1), as recorded in Volume 163, page 55, and  
TIMBER LANE SECTION TWO (2), as recorded in Volume 184, page 1, and  
TIMBER LANE SECTION THREE (3), as recorded in Volume 194, page 126, and  
TIMBER LANE SECTION FOUR (4), as recorded in Volume 191, page 75, and  
TIMBER LANE SECTION FIVE (5), as recorded in Volume 211, page 103, and  
TIMBER LANE SECTION SIX (6), as recorded in Volume 229, page 130, and  
TIMBER LANE SECTION SEVEN (7), as recorded in Volume 273, page 87, and  
TIMBER LANE SECTION EIGHT (8), as recorded in Volume 243, page 51, and  
TIMBER LANE SECTION NINE (9), as recorded in Volume 248, page 85, and  
TIMBER LANE SECTION TEN (10), as recorded in Volume 253, page 86, and  
TIMBER LANE SECTION ELEVEN (11), as recorded in Volume 282, page 49,

all filed in the Map Records of Harris County, Texas, together with any and all other real property which may hereafter through the operation of conditions, covenants, restrictions, easements, reservations, or charges pertaining to the same be placed under or submitted to the jurisdiction of this Corporation and be accepted by this Corporation by resolutions of the Board of Directors of this Corporation.

Section 1.2: "Restrictions", "Deed Restrictions", and "Restrictive Covenants" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions, as amended, of the various sections of Timber Lane, namely:

the Restrictive Covenants of TIMBER LANE SECTION ONE (1), filed for record under County Clerk's File Number C969668, Film Code Number 108-30-1463, as amended by document filed under County Clerk's File Number D201794, Film Code Number 121-34-2160, and as again amended by document filed under County Clerk's File Number H713993, Film Code Number 031-90-2132, and

the Restrictive Covenants of TIMBER LANE SECTION TWO (2), filed for record under County Clerk's File Number D462696, Film Code Number 136-35-1615, as amended by document filed under County Clerk's File Number H797705, Film Code Number 036-98-1674, and

the Restrictive Covenants of TIMBER LANE SECTION THREE (3), filed for record under County Clerk's File Number D641664, Film Code Number 147-31-0564, as amended by document filed under County Clerk's File Number H713994, Film Code Number 031-90-2144, and

the Restrictive Covenants of TIMBER LANE SECTION FOUR (4), filed for record under County Clerk's File Number D593487, Film Code Number 031-90-2163, as amended by document filed under County Clerk's File Number H713995, Film Code Number 031-90-2163, and

the Restrictive Covenants of TIMBER LANE SECTION FIVE (5), filed for record under County Clerk's File Number E259334, Film Code Number 110-03-0084, as amended by document filed under County Clerk's File Number H762900, Film Code Number 034-93-1736, and

the Restrictive Covenants of TIMBER LANE SECTION SIX (6), filed for record under County Clerk's File Number E593701, Film Code Number 130-08-2145, as amended by document filed under County Clerk's File Number H713996, Film Code Number 031-90-2166, and

the Restrictive Covenants of TIMBER LANE SECTION SEVEN (7), filed for record under County Clerk's File Number F983704, Film Code Number 121-86-1895, and

the Restrictive Covenants of TIMBER LANE SECTION EIGHT (8), filed for record under County Clerk's File Number F028313, Film Code Number 157-19-1623, and

the Restrictive Covenants of TIMBER LANE SECTION NINE (9), filed for record under County Clerk's File Number F092838, Film Code Number 162-03-0888, and

the Restrictive Covenants of TIMBER LANE SECTION TEN (10), filed for record under County Clerk's File Number F241547, Film Code Number 171-17-2331, and

the Restrictive Covenants of TIMBER LANE SECTION ELEVEN (11), filed for record under County Clerk's File Number F873727, Film Code Number 113-94-0347, as amended by document filed under County Clerk's File Number F873730, Film Code Number 113-94-0382,

all filed in the Official Property Records of Harris County, Texas, together with such amendments thereto as may from time to time be adopted.

Section 1.3: "Common Area(s)" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and their assigns.

Section 1.4: "Association" and "Corporation" shall mean and refer to Timber Lane Community Improvement Association, Inc., a Texas non-profit corporation.

Section 1.5: "Annual Assessment" shall mean and refer to the annual maintenance charge and assessment defined in the Restrictions.

Section 1.6: "Good Standing" shall refer to and imply a Member whose assessments are paid up, who is not in violation of the Restrictions, and whose voting rights are not suspended for violation of the rules and regulations promulgated by the Board of Directors.

Section 1.7: "Majority Vote" shall mean more than half of the votes cast, excluding blanks and abstentions, by the persons in Good Standing, entitled to be thereat, present in person or by proxy, at a properly called meeting at which a quorum is present.

Section 1.8: "Two-Thirds Vote" shall mean at least two-thirds of the votes cast, excluding blanks and abstentions, by the persons in Good Standing, entitled to be thereat, present in person or by proxy, at a properly called meeting at which a quorum is present.

## ARTICLE II

### NAME & LOCATION

The name of this Corporation is Timber Lane Community Improvement Association, Inc., a Texas non-profit corporation. The principal office of the Corporation is located at 2820 Wood River Drive, Spring, Texas 77373, or at such other location as may be designated, from time to time, by resolution of the Board of Directors.

## ARTICLE III

### OBJECTIVE

Section 3.1: Purpose. The purposes for which this Corporation is formed are civic and social for the benefit and betterment of the residents and property Owners of said Property. To carry out such purposes properly, the Corporation may, at the discretion of its Board of Directors, perform the following functions, and the exercise of such functions shall be deemed to be within the scope of activities contemplated by the Articles of Incorporation:

- (a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions, and Restrictions of Timber Lane, sections one (1) through eleven (11), as recorded in the Deed or Real Property Records of Harris County, Texas, as the same may be amended from time to time;
- (b) Affix, levy, collect, and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Restrictions referred to hereinabove; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation, including all licenses, taxes, or governmental charges levied or imposed against the property of this Corporation;
- (c) To acquire, by gift, purchase, or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of this Corporation;
- (d) To borrow money, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) To provide for services such as garbage and rubbish collection and disposal; and
- (f) To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas may now or hereafter, by law, have or exercise.

Section 3.2: Annexation. The Corporation may annex additional property if said property is placed under or submitted to its jurisdiction, and if said property is accepted as within its jurisdiction by a resolution of the Board of Directors of this Corporation.

#### ARTICLE IV

##### REGISTERED OFFICE/AGENT

The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

#### ARTICLE V

##### MEETINGS OF MEMBERS

Section 5.1: Members. Every person or entity who is a record Owner of a fee or undivided fee interest in any lot as shown on the map or plat thereof, which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment by the Corporation. Ownership of such lot shall be the sole qualification for membership.

Section 5.2: Voting Rights. Members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any lot, all such persons or entities shall be Members. 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 any lot.

Section 5.3: Suspension of Voting Rights. The voting rights of any Member whose assessments are in arrears by more than thirty (30) days shall be suspended as long as such assessments are in arrears. Likewise, the voting rights of any Member who is in violation of the Restrictions and who has been cited and noticed for such by the Board of Directors, shall be suspended as long as such violation exists. Voting rights may also be suspended as provided elsewhere in these Bylaws.

Section 5.4: Annual Meeting of Members. The Annual Meeting of the Members shall be held on the first Saturday in December of each year immediately after the closing of the polls and tabulation of the votes of the annual Directors election. The purpose of the Meeting will be for declaring the results of the Directors election, and for the transaction of such other business as may be contained in the notice of the Annual Meeting. All Annual Meetings of Members shall be held at the principal office of the Association unless otherwise determined by the Board of Directors.

Section 5.5: Special Meetings of Members. Special Meetings of the Members shall be held at the principal office of the Corporation or at such other place as may be designated in the notice of the respective meetings. Special Meetings of Members may be called by the President, by the Vice President, by a majority of the Directors in Good Standing then in office, by resolution of the Board of Directors, or by a Majority Vote of all of the Members.

Section 5.6: Notice of Meetings. Written notice of the Annual Meeting of Members and each Special Meeting of Members, stating the place, day, hour, and purpose(s) for which the meeting is called, shall

be mailed by first class mail no less than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the President, the Secretary, or the Officers or persons calling the meeting, to each Member entitled to vote at such meeting. 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 on the records of the Corporation, with postage thereon paid. Only the business stated in the purpose(s) in the notice of the meeting may be conducted in a Meeting of Members.

**Section 5.7: Quorum.** The presence, in person or by proxy, of those persons or entities holding ten (10) percent of the total votes of the Members shall constitute a quorum for all purposes at any Meeting of Members. If the number of Members necessary to constitute a quorum at any Meeting of Members shall fail to attend, in person or by proxy, the Members present, in person or by proxy, may adjourn any such meeting from time to time without notice other than the announcement at the meeting until the number requisite to constitute a quorum shall be present in person or by proxy. In the absence of a quorum, or at such time during a meeting that a quorum is no longer present, the only actions that may be taken by those present, in person or by proxy, is to recess or to adjourn to another place and/or time. Those Members present, in person or by proxy, may also adjourn any Meeting from time to time without notice, other than by announcement at the meeting, until the transaction of any and all business submitted or proposed to be submitted to such meeting shall have been completed. At any such adjourned meeting, at which a quorum may be present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed or called.

**Section 5.8: Chairman.** The President of the Corporation, and in the event of his absence, the Vice President of the Corporation, shall call Meetings of Members to order and shall act as Chairman of such meetings. In the absence of the President and the Vice President of the Corporation, the Members present may appoint a Chairman. The Secretary of the Corporation shall act as Secretary of all Meetings of Members; but in the absence of the Secretary, the Chairman may appoint any person to act as secretary of the meeting.

**Section 5.9: Voting.** At all Meetings of Members, all questions, except those the manner of deciding which is otherwise expressly governed by statute, the Articles of Incorporation of the Corporation, or these Bylaws, shall be decided by Majority Vote. All voting shall be by voice or by show of hands; except that, upon the determination of the Chairman of any meeting, or upon the demand of any Member or his proxy, voting on any question shall be by secret ballot. Only those Members in Good Standing may vote at any Meeting of Members.

**Section 5.10: Proxies of Members.** Unless prohibited by statute, at all Meetings of Members and all elections of Directors, each Member in Good Standing may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary of the Corporation prior to being exercised. All such proxies shall be revocable and shall automatically cease upon conveyance of the Member's lot. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. The Board of Directors may, by resolution of the Board, solicit proxies, with recommendations, from the Members, and the cost of such solicitation shall be borne by the Corporation.

## ARTICLE VI

### HOMEOWNERS MEETINGS

**Section 6.1: Purpose.** The Board of Directors may, from time to time, conduct a meeting open to all Members and/or residents for the purpose of disseminating information and soliciting input from the Members and/or residents. At least one (1) such meeting shall be held each year for the purpose of allowing Members to nominate candidates for election to the Board of Directors.



Section 6.2: Business. Such a Homeowners Meeting is neither a Meeting of Members nor a meeting of the Board of Directors. Other than the acceptance of nominations at the one (1) meeting held each year for that purpose, no action taken at a Homeowners Meeting shall be binding upon the Board of Directors or upon the Corporation. Minutes of such a meeting are not required and, if taken, do not become part of the official records of the Corporation.

## ARTICLE VII

### BOARD OF DIRECTORS

Section 7.1: Powers. The business and property of the Corporation shall be managed and controlled by the Board of Directors. Subject to the limitations imposed by law, the Restrictions, the Articles of Incorporation of this Corporation, and these Bylaws, the Board of Directors may exercise all of the powers of the Corporation.

Without in any way limiting the foregoing, the Board of Directors shall have power to:

- (a) adopt and establish the Rules and Regulations of the Association, and establish and enforce penalties for infractions thereof; and
- (b) suspend a Member's voting rights and/or right to use any facilities or services provided by the Association during any period in which such Member shall be in arrears in the payment of any assessment levied by the Association or shall be in violation of the Restrictions, or, after notice and hearing, for a period not to exceed sixty (60) days, for infraction of other rules and regulations promulgated by the Board of Directors.

Section 7.2: Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of Members, or at any Special Meeting of Members when such statement is requested in writing by one-tenth (1/10) of the Members who are entitled to vote thereat;
- (b) supervise all Officers, agents, and employees of the Corporation and see that their duties are properly performed;
- (c) fix the amount of the Annual Assessment and any special assessment against properties, as provided for in the Restrictions, to fix the amount of the various fees outlined herein, and to take such actions as it deems appropriate to collect such assessments and charges, and to enforce the liens created by the Restrictions to secure payment thereof;
- (d) issue, or cause an appropriate Officer, agent, or employee, to issue, upon demand in writing by any Member or upon request by any Member's agent, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate;
- (e) procure and maintain such liability and hazard insurance on property and facilities owned by the Association, and liability insurance to protect Directors and Officers, as it may deem appropriate; and
- (f) cause the Common Areas and facilities of the Association to be maintained.

**Section 7.3: Term of Board.** A new Board shall commence upon the announcement of the results of the annual election of Directors at the Annual Meeting of Members, even if its membership has not changed as a result of the election. The term of a Board shall end at the announcement of the results of the annual election of Directors at the next Annual Meeting of Members.

**Section 7.4: Number and Tenure of Directors.** The number of Directors shall be not less than seven (7) nor more than nine (9). Directors shall be elected for three (3) year terms. Director terms shall be staggered such that at least two (2) and no more than three (3) Directors are elected at each annual election of Directors. Directors must be Members of the Corporation. Each Director shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed as herein provided.

**Section 7.5: Nomination of Directors.** The Board of Directors shall nominate at least one candidate for each Director position to be filled at the upcoming election. Nominations may be made by Members at a Homeowners Meeting to be held on the first Thursday in November. Thereafter, nominations shall be closed. Nominations made at said Homeowners Meeting need not be seconded and a Member may nominate himself. Candidates for Director must be Members of the Corporation in Good Standing. The names of all candidates properly nominated shall appear on the official ballot for the election. Candidates shall be nominated for one of the specific numerical positions up for election that year.

**Section 7.6: Election of Directors.** The election of Directors shall be held each year on the first Saturday in December at the principal office of the Corporation, between the hours of 10:00 a.m and 2:00 p.m., or at such other place and/or time as may be designated by resolution of the Board of Directors and as contained in the notice of the Annual Meeting of Members. The Board of Directors shall appoint at least one (1) election judge to supervise the election. Only Members in Good Standing are allowed to vote thereat. Votes shall be recorded only upon the official ballot. Cumulative voting for Directors is expressly prohibited. Votes for write-in candidates will not be counted. The candidate receiving the most votes cast for a specific numerical position shall be elected to that position. No minimum number of votes is required in order for a candidate to be properly elected. Ties shall be determined by lot under the direction of the then President of the Corporation. Newly elected Directors shall take office upon announcement of the election results at the Annual Meeting of Members, regardless of whether a quorum of Members is present.

**Section 7.7: Notice of Election of Directors.** Written notice of the annual election of Directors, stating the place, day, and hour of voting, and listing the candidates running for each position, shall be mailed by first class mail no less than ten (10) days before the date of the election, to each Member entitled to vote thereat. 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 on the records of the Corporation, with postage thereon paid.

**Section 7.8: Removal of Directors.** Any Director may be removed from the Board with cause, by (a) a Two-Thirds Vote at a Special Meeting of Members called for that purpose, or (b) a Two-Thirds Vote of the remaining Directors in Good Standing at any regular or special meeting of the Board of Directors. Any Director shall be automatically removed from the Board for missing three (3) consecutive regular meetings of the Board of Directors or for being continuously not in Good Standing for a period of three (3) or more consecutive months, without requiring any further action on the part of the Board or the Members.

**Section 7.9: Vacancies on the Board.** In the event of death, resignation, or removal of a Director, his successor shall be selected by Majority Vote of the remaining Directors in Good Standing, even if the total number of remaining Directors in Good Standing is less than a quorum, and shall serve for the unexpired term of his predecessor.

**Section 7.10: Compensation of Directors.** No Director shall receive compensation for services he may render to the Corporation in his capacity as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 7.11: First Meeting.** At the first meeting of the Board of Directors after the annual election of Directors, the Board of Directors shall proceed to the election of the Officers of the Corporation. No notice or waiver of notice of any such first meeting shall be required or necessary if it be held immediately after either the Annual Meeting or the adjourned Annual Meeting of Members, and any and all business of any nature or character may be transacted at such first meeting.

**Section 7.12: Regular Meetings.** Regular meetings of the Board of Directors shall be held at least once a month at such time and place as shall be designated, from time to time, by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

**Section 7.13: Special Meetings.** Special meetings of the Board of Directors shall be held whenever called by the President, Vice President, Secretary, or a majority of the Directors in Good Standing then in office. Notice of each special meeting shall be given by telegraph, mail, telephone, or personal delivery to each Director at his residence or usual place of business at least two days prior to the meeting. Notice may be given by any Officer of the Corporation. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. Attendance of a Director at a special meeting shall constitute a waiver of notice of such meeting, except where a Director attends a 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. At any meeting at which every Director shall be present in person or by proxy, even though without any notice, any business may be transacted.

**Section 7.14: Quorum.** A majority of the Directors in Good Standing then in office, or three (3) Directors in Good Standing, whichever is greater, shall constitute a quorum for the transaction of business. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum be present or in attendance thereat.

**Section 7.15: Voting.** The act of a majority of the Directors in Good Standing present, in person or by proxy, at a meeting at which a quorum is in attendance shall constitute an act of the Board of Directors, except as otherwise provided by law, the Articles of Incorporation, or these Bylaws. Only Directors in Good Standing may vote at any meeting of the Board of Directors.

**Section 7.16: Proxies of Directors.** Unless prohibited by statute, at all meetings of the Board of Directors, each Director in Good Standing may vote in person or by proxy. All such proxies shall be in writing and shall be filed with the Secretary of the Corporation prior to being exercised. All such proxies shall be revocable and shall automatically cease upon conveyance by the Director of his lot, or upon his death, resignation, or removal. No such proxy shall be valid after three (3) months from the date of its execution. All such proxies shall be limited in their authority so as to apply only to specific matters expressly enumerated in the proxy. Nonspecific and/or carte blanche proxies are not allowed. Directors present by proxy may not be counted toward a quorum.

**Section 7.17: Order of Business.** At meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board of Directors may determine. At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a Chairman shall be chosen from the Directors in Good Standing present. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the Chairman may appoint any person to act as secretary of the meeting.

**Section 7.18: Services Rendered By Directors.** No Director or Officer of the Corporation shall be required to devote his time or render services exclusively to the Corporation. Each Director and Officer of the Corporation shall be free to engage in any and all other businesses and activities either similar or dissimilar to the business of the Corporation without liability to this Corporation. Likewise, each and every Director and Officer of the Corporation shall be entirely free to act for and serve any other corporation or corporations, entity or entities, in any capacity or capacities, and become a director or officer of any other corporation or corporations, entity or entities, whether or not the purposes, business, or activities thereof be similar or dissimilar to the purposes of this Corporation, without breach of duty to this Corporation or its Members and without liability of any character or description to the Corporation or its Members. No contract or other transaction of this Corporation shall ever be affected by the fact that any Director or Officer of the Corporation is interested in or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the disinterested Directors in Good Standing present at a meeting of the Board of Directors at which such contract or transaction shall be authorized or confirmed.

## ARTICLE VIII

### COMMITTEES

**Section 8.1: Appointment.** The Board of Directors shall appoint such committees as it deems appropriate in carrying out its purpose.

**Section 8.2: Authority.** All committees that are created or defined by the Board, or whose membership is appointed or elected by the Board, shall be Board Committees and shall be responsible to the Board, and all actions taken by such Board Committees shall be subject to the approval of the Board. No Board Committee shall have any authority vested in the Board of Directors. The term of all Board Committees shall be co-terminus with the term of the Board and will expire upon the installation of a new Board.

## ARTICLE IX

### OFFICERS

**Section 9.1: Positions.** The Officers of the Corporation shall consist of a President (who shall be a Director), Vice President, Secretary, Treasurer, and such other Officers as the Board of Directors may from time to time elect or appoint. One person may hold more than one office except that the offices of President and Secretary must be held by different persons.

**Section 9.2: Election and Tenure.** The Officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board after the election of Directors to serve a one (1) year term. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed.

**Section 9.3: Removal.** All Officers shall be subject to removal, with or without cause, at any time, by a Majority Vote of the Directors in Good Standing then in office.

**Section 9.4: Vacancies.** In the event of death, resignation, or removal of an Officer, his successor shall be selected by a Majority Vote of the Directors in Good Standing then in office.

**Section 9.5: Compensation of Officers.** Officers may be compensated for services rendered as determined by resolution of the Board of Directors.

Section 9.6: President. The President, subject to the control of the Board of Directors, shall be in general charge of the affairs of the Corporation in the ordinary course of its business; he shall preside at all Meetings of Members and all meetings of the Board of Directors; he may make, sign, and execute all deeds, conveyances, assignments, bonds, contracts, and other obligations, and any and all other instruments and papers of any kind or character in the name of the Corporation; and, he shall do and perform such other duties as may from time to time be assigned to him by the Board of Directors.

Section 9.7: Vice President. The Vice President shall have the usual powers and duties pertaining to his office together with such other powers and duties as may be assigned to him by the Board of Directors, and the Vice President shall have and exercise the powers of the President during that Officer's absence or inability to act. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 9.8: Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation which come into his hands. When necessary or proper, he may endorse, on behalf of the Corporation, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner described by the Board of Directors; he may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such Officer as is designated by the Board of Directors; whenever required by the Board of Directors, he shall render a statement of his cash account; he shall enter or cause to be entered regularly on the books of the Corporation to be kept by him for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he shall at all reasonable times exhibit his books and accounts, on request, to any Director of the Corporation during business hours; he shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors; he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

Section 9.9: Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all Meetings of Members in books provided for that purpose; he shall attend to the giving and serving of all notices; he may sign with the President or Vice President in the name of the Corporation all contracts, conveyances, transfers, assignments, authorizations, and other instruments of the Corporation and affix the seal of the Corporation thereto. He shall have charge of and maintain and keep such books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any Director upon request at the office of the Corporation during business hours, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors.

## ARTICLE X

### RESIGNATION

Any Director or Officer may resign at any time. Such resignation 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 President or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

## ARTICLE XI

CONTRACTS, LOANS, CHECKS, DEPOSITS

Section 11.1: Contracts. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors or expressly authorized by the Bylaws, no Officer or agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

Section 11.2: Loans. No loan shall be contracted on behalf of the Corporation, and no negotiable papers or evidence of indebtedness shall be issued in its name unless authorized by the vote of the Board of Directors. No loan shall be made by the Corporation to any of its Directors or Officers.

Section 11.3: Checks. All checks, drafts, and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation shall be signed on behalf of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 11.4: Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select, and for the purpose of such deposit, the President, Vice President, Treasurer, Secretary, or any other Officer or agent or employee of the Corporation to whom such power may be delegated by the Board of Directors, may endorse, assign, and deliver checks, drafts, and other orders for the payment of money which are payable to the order of the Corporation.

## ARTICLE XII

ASSESSMENTS

Section 12.1: Cost Recovery. As provided in the Restrictions, each Owner is obligated to pay to the Association an annual maintenance charge and assessment, and such charges and assessments which may be included, from time to time, by amendment to the Restrictions. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and assessments, as well as interest as specified in the Restrictions, shall be assessed against the Owner and the lot, and shall become part of the assessments due on the lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Restrictions shall be assessed against the owner and the lot, and shall become part of the assessments due on the lot. Such costs, expenses, and fees shall include, but not be limited to:

- (a) actual expenses, including attorney fees and court costs;
- (b) a Late Processing Fee, set annually by the Board of Directors, which shall be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- (c) a Dishonored-Check Processing Fee, set by the Board of Directors, which shall be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;

(d) a Partial Payment Processing Fee, set by the Board of Directors, which shall be assessed of any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred;

(e) a Transfer Fee, set by the Board of Directors, which shall be assessed for the transfer of ownership of any lot, including by foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the assessments and other charges due on the lot, (2) tracking, researching, and determining ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the subdivision, the Association, and/or the covenants, conditions, restrictions, rules, and regulations applicable to the new owner;

(f) a Refinance Fee, set by the Board of Directors, which shall be assessed for the refinance of any lot, to offset the administrative costs and expenses associated with quoting the status of the assessments on the lot and updating the books and records of the Association.

Any such assessment or charge which is not paid when due shall be delinquent.

**Section 12.2: Application of Payments.** Partial payments shall be posted first to all non-Annual-Assessment charges due, starting with the oldest such charge due first. The remainder, if any, shall then be posted to Annual Assessments due, starting with the oldest Annual Assessment due first.

**Section 12.3: Effect of Foreclosure.** In the special case of foreclosure of a lien superior to the Association's, assessments shall be prorated from the date of foreclosure, the due date of the Annual Assessment for the year of the foreclosure shall be the date of the foreclosure, and a Late Processing Fee shall be assessed thirty (30) days after the date of foreclosure. A Transfer Fee shall be assessed effective the date of foreclosure. Costs incurred by the Association in pursuing the owner foreclosed upon that were incurred after foreclosure, but before written notice of the actual foreclosure, from the party that foreclosed, is received by the Association, shall remain due on the account of the subject lot foreclosed.

**Section 12.4: Owner's Mailing Address.** It is the responsibility of each Owner to keep the Association advised, in writing, at all times, of his current mailing address. It is the responsibility of each new Owner of any lot to render his property, in writing, with the Association. A title search shall be ordered whenever mail to an Owner is returned by the post office as undeliverable, in an attempt to determine a mailing address and to determine if the property has changed hands. Any costs incurred by the Association in (a) determining ownership of the lot, (b) determining the mailing address of the Owner, (c) pursuing delinquency processing or deed restriction violation processing with the wrong party, or (d) otherwise locating the Owner, and caused by failure of the Owner to render his property or to advise the Association of his mailing address shall become part of the assessments due on the property. Delinquency processing and deed restriction violation processing shall not be discontinued solely because notices are returned by the post office. Failure to receive notices shall in no way waive or negate any assessments or charges due.

**Section 12.5: Effect of Nonpayment of Assessments.** The Board of Directors may take such actions as it deems appropriate to collect the funds due including, but not limited to, foreclosing the existing Lien created in the Restrictions. No Owner may waive or otherwise escape liability for said assessments and charges, or any part thereof, by non-use of any of the facilities or services provided by the Association, or by abandonment of his lot.

**ARTICLE XIII****NOTICE**

Whenever any notice whatever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing.

**ARTICLE XIV****WAIVER OF NOTICE**

Whenever any notice is required to be given to any Member or Director, a waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XV****BOOKS AND RECORDS**

The books, records, and papers of the Association shall be available for inspection for any proper purpose by any Member, his agent, or attorney, pursuant to the Texas Non-Profit Corporation Act. The Restrictions, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member, his agent, or attorney, upon request, with reasonable notice to the Board of Directors, and copies may be purchased at reasonable cost.

**ARTICLE XVI****PARLIAMENTARY AUTHORITY**

The current edition of Robert's Rules of Order Newly Revised shall be the Parliamentary Authority of the Association, of the Board of Directors, and of all committees of the Association and of the Board; and the rules contained therein shall govern in all cases in which they are applicable and in which they are not inconsistent with the law, with the Restrictions, Articles of Incorporation, or these Bylaws, or with any Special Rules of Order adopted by the applicable body.

**ARTICLE XVII****AMENDMENT**

These Bylaws may be supplemented, altered, or amended either by a Two-Thirds Vote at a Special Meeting of Members called for that purpose, or by a Two-Thirds Vote of the Directors in Good Standing then in office at any regular or special meeting of the Board of Directors.

**ARTICLE XVIII****MISCELLANEOUS**

Section 18.1: Fiscal Year. The fiscal year of the Corporation shall end at midnight on December 31 of each calendar year.



Section 18.2: Corporate Seal. The seal of the Corporation shall be circular in form and shall have inscribed thereon the name of the Corporation.

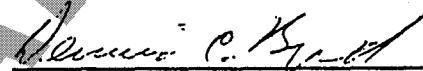
### CERTIFICATION

IN ACCORDANCE WITH Article X of the Bylaws of TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION, INC., as adopted February 2, 1970, and as amended November 10, 1975, October 12, 1977, October 11, 1990, and March 26, 1992, I do hereby certify:

THAT I am the duly elected and acting Secretary of TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation; and

THAT as a result of a Two-Thirds Vote of the Board of Directors taken on the 4th day of June, 1992, the restated and amended Bylaws hereto attached were approved and adopted.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 4th day of June, 1992.



Dennis C. Byrd, Secretary



### VERIFICATION

STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, a Notary Public, personally appeared Dennis C. Byrd, and being duly sworn, declared that he is Secretary of the Corporation executing the foregoing document in his capacity on behalf of TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION, INC., and that the above statements are true and correct.

SWORN AND SUBSCRIBED TO BEFORE ME, on this the 4th day of June, 1992, to certify which witness my hand and seal of office.

  
Notary Public, State of Texas



## ARTICLES OF INCORPORATION

OF

TIMBER LANE COMMUNITY  
IMPROVEMENT ASSOCIATION

Filed in the Office of the Secretary of State of Texas	
This	29 day of Jan. 1970
Donald W. Ray	
Legal Counsel	

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

## ARTICLE ONE

The name of the corporation is TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION.

## ARTICLE TWO

The corporation is a non-profit corporation.

## ARTICLE THREE

The period of its duration is perpetual.

## ARTICLE FOUR

The purpose or purposes for which said corporation is organized are civic and social, for the benefit and the betterment of the residents and property owners of TIMBER LANE, SECTION 1, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 163 at Page 55 of the Map Records of Harris County, Texas, and for any and all other property which is accepted by this Association for similar purposes, in accordance with its By-Laws.

## ARTICLE FIVE

The street address of the initial registered office of the corporation is Suite 500, Citizens Bank Building, 400 Main Street, Houston, Texas, and the name of its initial registered agent at such address is CHARLES REINHARDT.

## ARTICLE SIX

The number of directors constituting the initial Board of the corporation is three (3), who need not be members of the Association. And the names and addresses of the persons who are to serve as the initial Directors and the terms each is to serve, are as follows:

<u>Name</u>	<u>Address</u>
Charles Reinhardt	Suite 500, Citizens Bank Bldg., 400 Main Street, Houston, Texas <u>TERM:</u> Three (3) years from the date hereof or until his successor shall have been elected.
George Rimmey	Suite 500, Citizens Bank Bldg., 400 Main Street, Houston, Texas <u>TERM:</u> Two (2) years from the date hereof or until his successor shall have been elected.
Ellis Monk	Suite 500, Citizens Bank Bldg., 400 Main Street, Houston, Texas <u>TERM:</u> One (1) year from the date hereof or until his successor shall have been elected.

At the first annual meeting of the members, which shall be one (1) year from the date hereof, one (1) Director shall be elected for a term of three (3) years, and at each annual meeting thereafter one (1) Director shall be elected for a term of three (3) years.

## ARTICLE SEVEN

The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
Charles Reinhardt	Suite 500, Citizens Bank Bldg. 400 Main Street Houston, Texas
George Rimmey	Suite 500, Citizens Bank Bldg. 400 Main Street Houston, Texas
Ellis Monk	Suite 500, Citizens Bank Bldg. 400 Main Street Houston, Texas

ARTICLE EIGHT

529-96-0328

Each person or entity who is a record owner of a fee or undivided interest in any lot as shown on the map or plat hereinabove referred to, or of any additional property which is accepted by the Directors of this Association according to its By-Laws, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to, and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

The Association shall have two classes of voting membership:

**CLASS A:** Class A members shall be all those owners other than the developer, and for these purposes, the developer shall mean and refer to MORTGAGE COMPANY OF AMERICA, or its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the developer for the purpose of development. Class A members shall be entitled to one (1) vote in each lot for which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any lot, all such persons or entities 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 members shall be the developer as defined hereinabove. The Class B members shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by this Article, 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 January 1, 1972.

IN WITNESS WHEREOF, we hereunto set our hands this the 26<sup>th</sup> day of

JANUARY, 1970.

Charles Reinhardt  
Charles Reinhardt

George Rimmey  
George Rimmey

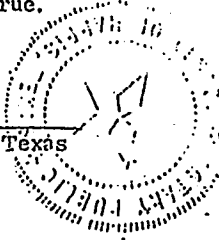
Ellis Monk  
Ellis Monk

THE STATE OF TEXAS )

COUNTY OF HARRIS )

I, the undersigned Notary Public, do hereby certify that on this 26<sup>th</sup> day of JANUARY, 1970, personally appeared before me, CHARLES REINHARDT, GEORGE RIMMEY and ELLIS MONK, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

Myrna Morris  
Notary Public in and for Harris County, Texas



TIMBER LANE  
COMMUNITY IMPROVEMENT ASSOCIATION, INC.

529-96-0330

## RESOLUTION

MAINTENANCE ASSESSMENTS COLLECTION PROCEDURE  
AND INSTRUCTIONS TO BILLING & COLLECTION SERVICE

RESOLVED, That the procedure for collection of maintenance assessments is as follows:

1. Annual Maintenance Assessments are due on January 1 of each year.
2. Each year, any account with an unpaid balance on or after January 31 of that year shall incur a Late Processing Fee to offset the cost of collection. The Late Processing Fee will be set annually by the Board of Directors.
3. Thirty (30) days after due date, the Owner's right to use the community facilities, or to vote, shall be suspended until all assessments and charges have been paid in full.
4. Thirty (30) days after due date, a Delinquency Notice shall be sent via certified mail, return receipt requested, and via first class mail, to the Owner (or responsible party).
5. Ten (10) days after the mailing of the Delinquency Notice, a title search shall be ordered in preparation of subsequent legal action.
6. On receipt of the results of the Title Search, the Association's attorney shall be instructed to prepare an Affidavit of Lien against the property and Owner for non-payment of assessments. A copy of this Request for Lien Affidavit shall be sent via certified and first class mail to the Owner.
7. Upon filing of the Lien Affidavit, a Filing of Lien Affidavit Notice, with a copy of the executed and notarized Lien Affidavit, shall be sent via certified and first class mail to the Owner.
8. Ten (10) days after the mailing of the Lien Affidavit Filing Notice, a Lender Notification shall be sent via certified or registered mail advising the lender of the Association's intent to file a Suit for Foreclosure against the property in sixty (60) days. A copy of this notice shall be sent via certified and first class mail to the Owner.
9. Thirty (30) days after the mailing of the Lender Notification, the Association's attorney shall be instructed to prepare a Judicial Foreclosure Petition with all supporting affidavits. A copy of this notice shall be sent via certified and first class mail to the Owner, and by first class mail to the lender.
10. Upon execution of the Judicial Foreclosure Petition, and upon approval by the Board of Directors, the Association's attorney shall be instructed to file the Foreclosure Suit against the property and vigorously pursue all legal actions necessary to accomplish the sale of the property to satisfy the assessments due. A copy of this notice shall be sent via certified and first class mail to the Owner, and by first class mail to the lender.
11. All notices sent to the Owner shall contain notice of the amount then due, the next step to be taken, and the additional charges that will be assessed with the next step.

MAY -7 1986

TIMBER LANE  
COMMUNITY IMPROVEMENT ASSOCIATION, INC.

RESOLUTION (continued)

529-96-0331

MAINTENANCE ASSESSMENTS COLLECTION PROCEDURE  
AND INSTRUCTIONS TO BILLING & COLLECTION SERVICE

12. It is the responsibility of each Owner to keep the Association advised of his current mailing address. A title search shall be ordered whenever mail to an account is returned by the post office as undeliverable.
13. All costs and fees charged to, or paid by, the Association for processing a delinquent account shall be assessed against that account, as and when incurred.
14. Interest, at the rate of 7% per annum, shall be charged on past due Maintenance Assessments, and shall be posted after 90 days interest is accumulated, or when enough interest has accumulated to justify the cost of posting it, whichever is later.
15. Regardless of any instructions otherwise from the Owner, partial payments shall be posted first to all non-maintenance-assessments charges due, including, but not limited to, late processing fees, interest, legal fees, and collection costs, starting with the oldest charge due first. The remainder, if any, will then be posted to maintenance assessments due, starting with the oldest assessment due first.
16. Checks dishonored by the bank (e.g., NSF checks) will not be redeposited and will incur a Returned-Check Processing Fee. A Returned Check Notice will be sent advising the Owner that the check will not be redeposited and requesting payment in full by Cashier's Check or Money Order. Ten (10) days after the mailing of the Returned Check Notice, normal delinquency processing will be initiated or continued, as appropriate.
17. Delinquent assessments are due in full. Any payment schedule or plan other than payment in full must have the prior approval of the Board of Directors. To offset additional processing costs, a Partial Payment Processing Fee will be assessed for each partial payment made under a payment schedule or plan. As long as the approved payment plan is adhered to, further legal processing will be suspended, but late fees and interest will continue to accrue on the unpaid balance.
18. For safety and accounting reasons, cash for payment of assessments will be discouraged.
19. Any deviations from this procedure must be approved by the Board of Directors.

Adopted by the Board of Directors of  
TIMBER LANE  
COMMUNITY IMPROVEMENT ASSOCIATION, INC.

attest:

  
Ed Weston, President

4-22-86  
date

  
Barbara Rice, Secretary

**TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**RESOLUTION**  
**ANNUAL ASSESSMENT FOR YEAR 2000**

**RESOLVED, That:**

1. The Annual Assessment for the year 2000 is \$140.00, due January 1, 2000.
2. Any account with an unpaid balance of \$25 or more on or after January 31, 2000, will be assessed a late processing fee of \$25.00.

Adopted 11/08/99 by the Board of Directors.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
 PROPERTY BECAUSE OF COLOR OR RACE IS NULL 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 3rd day of the month of January, 2000, and was  
 duly RECORDED, in the Official Public Records of Real Property of  
 Harris County, Texas on

JAN 3 2000



*Barbara A. Feyman*  
 COUNTY CLERK  
 HARRIS COUNTY TEXAS

RECORDERS MEMORANDUM  
 AT THE TIME OF RECORDATION, THIS  
 INSTRUMENT WAS FOUND TO BE INADEQUATE  
 FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
 BECAUSE OF ILLEGIBILITY, CARLON OR  
 PHOTO COPY, DISCOLORED PAPER, ETC.