

**BYLAWS OF
WOODLAND
TRAILS NORTH
COMMUNITY
IMPROVEMENT
ASSOCIATION, INC.**

**As Amended
April 6, 1993**

BYLAWS OF

WOODLAND TRAILS NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC.

RESTATED AND AMENDED APRIL 6, 1993

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ARTICLE I

NAME AND LOCATION

The name of the corporation is Woodland Trails North Community Improvement Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 9575 Katy Freeway, Suite 130, Houston, TX 77024 or as may be designated by the Board of Trustees from time to time. Meetings of Members or Trustees may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodland Trails North Community Improvement Association, Inc., its successors and assigns, a property owners' association as contemplated by the Texas Property Code 202.001.

Section 2. "Properties" shall mean and refer to that certain property described in the Declaration of Covenants, Conditions, and Restrictions for Woodland Trails North, Section One through Eight, a subdivision in Harris County, Texas.

Section 3. "Lot" shall mean and refer to a plot of land subject to the jurisdiction of the Association as is more fully specified in the Declaration.

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 and assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Woodland Trails North, Section One through Eight.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

Section 7. "Restrictive Covenant" shall mean any covenant, condition, or restriction contained in a dedicatory instrument, whether mandatory, prohibitive, permissive, or administrative.

Section 8. "Dedicatory Instrument" shall mean and refer to each governing instrument covering the establishment, maintenance, and operation of the subdivision, and the administration and operation of the Association, and includes the Declaration, the Articles of Incorporation of the Association, these Bylaws, properly adopted Rules and Regulations of the Association, and all lawful amendments to the Declaration, the Articles of Incorporation of the Association, these Bylaws, and Rules and Regulations of the Association.

Section 9. "Resident-owner" shall mean a Member of the Association whose principal residence is within Woodland Trails North, Section One through Eight.

ARTICLE III

OBJECTIVE OF THE ASSOCIATION

The objective of the Association is to preserve, protect, and enhance

the value of the properties; maintain and improve the common areas; collect and disburse the maintenance charges and assessments and other funds of the Association; enforce the Restrictive Covenants set out in the Declaration; and promote the recreation, health, safety, and welfare of the Members.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. The Annual Meeting of the Members of the Association shall be held on the second Tuesday of January at 7:30 P.M. at a place designated by the Board of Trustees.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Trustees or upon written request of the Members who are entitled to vote one-tenth (1/10) of all the votes of the Members.

Section 3. Notice of Meetings. Written notice of the Annual Meeting and 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, not more than fifty (50) nor less than ten (10) days before the date of the meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by such Member of the Association for the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote

thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At the next meeting, the quorum requirement shall be fifty percent (50%) of the one-tenth vote of Members, or one-twentieth. If this quorum requirement is not reached, 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. At each subsequent meeting, the quorum requirement shall be reduced by fifty percent (50%) of the quorum required at the previous meeting.

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 V

Board OF TRUSTEES

Section 1. Board of Trustees. The affairs of the Association shall be governed by a Board of Trustees composed of five (5) persons, each of whom must be a resident-owner Member of the Association in good standing at all times during service as a Trustee.

Section 2. Term of Office. The initial Trustees for the Association set forth in the Articles of Incorporation shall hold office until the 1971 Annual Meeting. At the Annual Meeting of 1971, the Members shall elect one Trustee for a term of one year, two Trustees for a term of two years, and two Trustees for a term of three years; at each Annual Meeting thereafter, the Members shall elect that number of Trustees equal to the number of Trustees whose terms expire at such time.

Section 3. Nomination. Nomination for election to the Board of

Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall be appointed by the Board of Trustees prior to each Annual Meeting of the Members, to serve from the time of appointment until the close of such Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall be in its discretion to determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members only.

Section 4. Election. Election to the Board of Trustees shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to 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. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority of a quorum of votes of the Members of the Association. In the event of death, resignation, or removal of a Trustee, the successor shall be selected by a majority vote of the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

Section 6. Compensation. No Trustee shall receive compensation for any service he may render to the Association; provided, however, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Action Taken Without a Meeting. The Trustees shall have a right to take any action in the absence of a meeting which they could take at a meeting by obtaining a written ballot signed by all of the

Trustees. The written vote shall become a part of the minutes of the next regular meeting of the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held when called by the president of the Association or by any Trustee after not less than three (3) days notice to each Trustee, which such notice may be waived at or prior to such meeting.

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

ARTICLE VII

POWERS AND DUTIES OF THE Board OF TRUSTEES

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

(a) suspend the voting rights and right to use of any facilities or services provided by the Association 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 for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of the Bylaws, the Articles of Incorporation, or the Declaration;

(c) declare the office of a Member of Trustees to be vacant in the

event such Member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employments or services; and

(e) The duty of the presiding officer will be to preside at meetings and maintain order. Upon a majority vote of the Trustees, the presiding officer shall have the power to eject any person from meetings of the Board or of the Members who disrupts the proceedings. Any person ejected may be barred from the remainder of the meeting and shall be counted as absent for all purposes.

Section 2. Duties. It shall be the duty of the Board of Trustees 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-tenth (1/10) of the Members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

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

(d) issue or cause an appropriate officer 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 these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

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

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president who shall be at all times a Member of the Board of Trustees; a secretary; and a treasurer; and such other officers as the Board may from time to time by resolution create.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 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. Such resignations 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 he replaces.

Section 7. Multiple Offices. No Member may hold more than one office except special offices created pursuant to Section 4 of this article.

Section 8. Duties. The duties of the officers of the Association are as follows:

President

(a) The president shall preside at all meetings of the Board of Trustees 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 checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record or cause to be recorded the votes and 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 current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall cause all monies of the Association to be received and deposited in appropriate bank accounts and shall disburse such funds as directed by resolution of the Board of Trustees; 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 to make same available for inspection by Members of the Association.

ARTICLE IX

COMMITTEES

The Board of Trustees shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall be available for inspection by any Member, his agent or attorney, by appointment, with reasonable notice. The Declaration, 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 Trustees, and copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Section 1. Effect of Non-payment of Assessments. As provided in the Declaration, each Member is obligated to pay the Association an annual maintenance charge and assessment. Any such annual maintenance charge and assessment which is not paid when due shall be delinquent. If any such annual maintenance charge and assessment shall not be paid within thirty (30) days after it is due, the annual maintenance charge and assessment shall bear interest from the date due at the maximum rate allowed by law. Further, a late processing fee, the amount of which shall be set by the Board of Trustees, subject to revision by them, will be assessed to offset administrative costs and expenses incurred in the collection process. The Association may initiate collection activities including, but not limited to, letters demanding payment, an action at law against the owner personally obligated to pay the annual maintenance charge and assessment, and foreclosure of the Vendor's Lien against the subject property established in the Declaration. Administrative expenses incurred in the collection attempts, including, but not limited to reasonable and necessary attorney's fees incurred by the Association in collection activities, but excluding interest and late processing fees, shall be added to and become part of such annual maintenance charges and assessments. Interest and late processing fees incurred shall be added to such annual maintenance charges and assessments. No owner may waive or otherwise escape liability for the annual maintenance charges and assessments or a part thereof, by non-use of any of the facilities or services provided by the Association, or by abandonment of his lot.

Section 2. Application of Payments. Unless required otherwise by

application of law, payments shall be applied first to all assessments charged, and other charges, starting with the earliest charge. (The term "other charges," as used herein, does not include the annual maintenance assessment and charge, or charges which are permitted by these Bylaws to become part of the annual maintenance assessment and charge. The term "other charges," as used herein, does include, but is not limited to, interest and late processing fees.) The remainder of payments received, if any, shall then be applied to the annual maintenance assessments and charges due, beginning with the earliest annual maintenance assessment and charge.

ARTICLE XII

CORPORATE SEAL

The Association shall have the seal in circular form having within its circumference the name of the Association and the word "Texas."

ARTICLE XIII

AMENDMENTS

Section 1. Amendment. These Bylaws may be amended at an Annual 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 XIV

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall

begin on the first day of January and end on the thirty-first day of December of every year.

Section 2. Gender. The masculine gender shall include the feminine and the neuter, and the singular form shall include the plural wherever the masculine gender or singular form is used and vice versa.

Section 3. Notification. It is the responsibility of each owner to keep the Association advised, in writing, at all times, of their current mailing address. It is the responsibility of each new owner of any lot to notify the Association, in writing, of the date they acquired the lot. Any costs incurred by the Association in (1) determining ownership of the lot, (2) determining the mailing address of the owner, (3) pursuing the wrong party, or (4) otherwise locating the owner, shall become part of the assessments due on the property. Failure to receive notices shall in no way waive or negate any charges or assessments due.

Section 4. Sale or Transfer of Lot. An owner of any lot is responsible for any unpaid maintenance assessments and charges due at the time they acquire the lot. The sale or transfer of any lot shall not affect the Vendor's Lien established in the Declaration, however, the sale or transfer of any lot pursuant to the foreclosure of any lien to which the Association's lien is subordinated in the Declaration shall operate to relieve such lot from any assessments or charges which became due prior to such sale or transfer. In such event, annual assessments and charges will be prorated from the date of foreclosure.

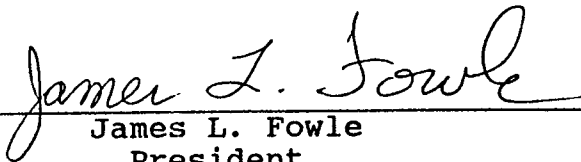
CERTIFICATION

IN ACCORDANCE WITH Article VII, Section 8(a), of the Bylaws of WOODLAND TRAILS NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC., as adopted on the eighteenth day of August, 1970, I do hereby certify:

THAT I am the duly elected and acting President of the WOODLAND TRAILS NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, and

THAT as a result of a vote of the Members taken on the sixth day of April, 1993, the Amendments to the Bylaws hereto attached were approved.

IN WITNESS WHEREOF, I have hereunto subscribed my name this thirtieth day of August, 1993.



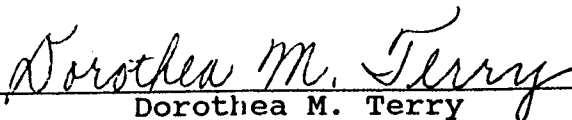
James L. Fowle
President

IN ACCORDANCE WITH Article XII, Section 1, of the Bylaws of WOODLAND TRAILS NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC., as adopted on the eighteenth day of August, 1970, I do hereby certify:

THAT I am the duly elected and acting Assistant Secretary of the WOODLAND TRAILS NORTH COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, and

THAT as a result of a vote of the Members taken on the sixth day of April, 1993, the Amendments to the Bylaws hereto attached were approved.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this thirtieth day of August, 1993.



Dorothea M. Terry
Assistant Secretary