

**CORPORATE CERTIFICATE  
HARBOR POINT ASSOCIATION, INC.**

The undersigned certifies that he is the Attorney-in-Fact for Harbor Point Association, Inc. (the "Association"). The Association is the property owners' association for Harbor Point, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the **Bylaws of Harbor Point Association, Inc. (Amended July 2014)**.

Signed this 3<sup>rd</sup> day of November, 2014.

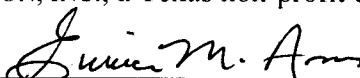
**HARBOR POINT ASSOCIATION, INC.**

By:   
**BRYAN P. FOWLER, Attorney-in-Fact**

STATE OF TEXAS §

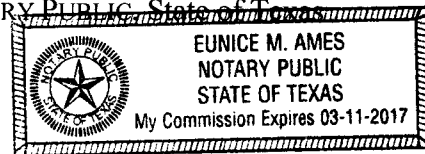
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 3<sup>rd</sup> day of November, 2014, by **BRYAN P. FOWLER**, Attorney-in-Fact for HARBOR POINT ASSOCIATION, INC., a Texas non-profit corporation.


  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

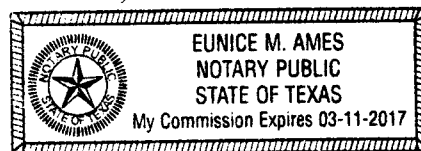
COUNTY OF MONTGOMERY §



This instrument was acknowledged before me on the 3<sup>rd</sup> day of November, 2014, by **BRYAN P. FOWLER**, Attorney-in-Fact for HARBOR POINT ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING RETURN TO:**  
The Fowler Law Firm  
300 West Davis, Suite 510  
Conroe, Texas 77301



**BYLAWS**  
**of**  
**HARBOR POINT ASSOCIATION, INC.**  
*(Amended July 2014)*

**Article I**  
**NAME AND LOCATION**

The name of the corporation is HARBOR POINT ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at such place within Montgomery County, Texas, as the Board of Directors of the Association may designate from time to time. Meetings of members and directors may be held at such places within Montgomery County, Texas, as may be designated by the Board of Directors.

**Article II**  
**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to HARBOR POINT ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain property or properties described in Article III, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Harbor Point, a subdivision in Montgomery County, Texas, and any additional properties which may hereafter be brought within the jurisdiction of the Association.

**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 simply title to any Lot (or portion thereof), or if the Lot (or portion thereof) is subject to a term purchase contract with the Declarant, then to the contract purchaser, whether one or more persons or entities, but excluding those having an interest merely as security for the performance of any obligation unless and until the holder of the security interest has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 5.** “Declarant” shall mean and refer to Doyle Tow, Inc., the Declarant in the Declaration.

**Section 6.** “Declaration” shall mean and refer to the Declaration of Covenants and Restrictions for HARBOR POINT, a subdivision in Montgomery County, Texas, recorded under Clerk’s File No. 9671372 of the Official Public Records of Real Property of Montgomery County, Texas, and any additional or supplements thereto.

**Section 7.** “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

### **Article III MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The regular annual meeting of the members of the Association shall be held on the last Sunday in April of each year, at a time and location selected by the Board of Directors of the Association. If such date for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

**Section 3. Notice of Meetings.** Written notice of each annual and/or special meeting of the members shall be given by, or at the direction of, the Secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least 10 days prior to such meeting (but not more than 60 days in advance of said meeting) to each member entitled to vote thereat, addressed to the member’s address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of special called meetings, the purpose of the special called meeting.

**Section 4. Voting Rights.** The voting rights of a Member may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee ballot; or
- (3) by electronic ballot by electronic mail or facsimile.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, all of which are required by Section 209.00592 of the TEXAS PROPERTY CODE.

**Section 5. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership 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, until a quorum as aforesaid shall be present or be represented.

Notwithstanding anything herein to the contrary, in the absence of a quorum at a meeting of Members, the meeting may be convened for the sole purpose of conducting Director elections. The quorum required for election of Directors at said convened meeting shall be the number of votes cast in person, by proxy, by absentee ballot, or electronic ballot.

**Section 6. Proxies.** 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. No proxy shall be valid after eleven (11) months after the date of its execution, unless otherwise provided in the proxy.

**Section 7. Recount Procedures.** A Member may, not later than the fifteenth (15<sup>th</sup>) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 209.0057 of the TEXAS PROPERTY CODE.

**Section 8. Election Vote Tabulators.** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the TEXAS GOVERNMENT CODE, may not tabulate or otherwise be given access to the ballots cast in the election or vote.

#### **ARTICLE IV BOARD OF DIRECTORS**

**Section 1. Board of Directors.** The affairs of the Association shall be managed by a Board of five (5) directors, who shall be members of the Association.

**Section 2. Term of Office.** The directors for the Association shall hold office until their terms expire and until their successors are elected and qualified. At each annual meeting, the members shall elect that number of directors equal to the number of directors whose terms expire at such time, for three-year terms of office. Terms shall be staggered.

**Section 3. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members only. Members with a felony conviction or a conviction for a crime involving moral turpitude are not eligible to serve.

**Section 4.     Election.** Election to the Board of Directors shall be by signed, written ballot. At such election, the members or their proxies may cast, in respect of each director to be elected, as many votes as they are entitled to cast under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

**Section 5.     Removal or Vacancies.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any Board member whose term has expired must be elected by the owners who are members of the Association. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death or disability, as provided in these bylaws. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

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

## **ARTICLE V MEETINGS OF DIRECTORS**

**Section 1.     Regular Meetings.** Regular meetings of the Board of Directors shall be held quarter-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the time on the next day which is not a legal holiday.

**Section 2.     Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any director after not less than three (3) days notice to each director, which such notice may be waived at or prior to such meeting.

**Section 3.     Open Board Meetings to Members.** Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters

that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditures approved in executive session.

**Section 4. Notice of Board Meetings to Members.** Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) mailed to each member not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or (ii) by posting the notice on an Internet website maintained by the Association; and (iii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

**Section 5. Board Meetings Without Notice to Members.** The Board, by any method of communication, including electronic and telephonic meetings, may meet without prior notice to Members, if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board attention. The action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. Notwithstanding the authority to meet without notice to the Members, the Board may not, without prior notice to the Members, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in

assessments; levying of special assessments; appeals from a denial of architectural control approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue.

**Section 6. 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.

## **ARTICLE VI**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have the following rights and powers:

- (a) to construct, manage and maintain any Common Properties and Facilities and any adjacent or included public properties subject to the Association's authority and control; and to make assessments annually therefor, and for other purposes, all subject to and pursuant to the provisions of the Declaration;
- (b) to charge reasonable admission and other fees for the use of any recreational facilities located on Common Properties, and to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of Common Properties and Facilities, or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member.

These rules and regulations may include provisions to govern and control the use of Common Properties and Facilities by guests and invitees of the Members, including, without limitation, the number of guests or invitees who may use Common Properties and Facilities, or any part thereof, at the same time;

- (c) to suspend the voting rights of a Member and his right and the rights of the members of his immediate family residing with him and his guests, to use any recreational Common Facility of the Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) to enter management and/or operating contracts or agreements relative to the maintenance and operation of Common Properties and Facilities, in such instances and on such terms as the Board of Directors may deem appropriate;



to operate recreational facilities and related concessions located on the Common Properties; to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to recreational facilities located on the Common Properties in such instances and on such terms as the Board of Directors may deem appropriate;

- (e) to adopt a Fine Schedule and to impose, implement and levy fines as set out in the Fine Schedule, and as may be deemed necessary or desirable with respect to the interpretation and implementation of the purposes and provisions of the bylaws, building and architectural guidelines, rules and regulations of the Association, and the restrictions for the Harbor Point Subdivision.
- (f) to exercise such other rights and powers granted to this Association and not reserved to the membership by the Declaration, the Articles of Incorporation of the Association, or other provisions of these bylaws.

**Section 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 the members, or at any special meeting when such statement is requested in writing by one-fourth 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 date of commencement and the amount of the initial annual assessment, and thereafter to fix the amount of each succeeding annual assessment, against properties subject to the jurisdiction of the Association for each assessment period at least thirty (30) days in advance of such date or period and, at that time, to prepare a roster of the properties and maintenance charges applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner; and thereupon to send to every Owner subject thereto written notice of the maintenance charge;
- (d) take such action as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;
- (e) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (f) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association; and
- (g) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## **ARTICLE VII OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The officers of this Association shall be a President, who shall be at all times a member of the Board of Directors; a Vice-President; 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 Directors following each annual meeting of the members.

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

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

**Section 5. Authority to Sign Checks.** The Board, from time to time, may authorize any person or persons, who need not be officers or directors of the Association, to sign checks of the Association. Such agents may be authorized to sign singly or jointly, as the Board in its discretion may decide. The Board may at any time rescind and revoke such authority granted to any person. Such authority may be given to a person or persons in conjunction with or in lieu of the authority of the Treasurer to sign checks. In the absence of any appointments by the Board under this Section 5, the Treasurer of the Association shall have sole authority to sign the Association's checks.

**Section 6. 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 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 7. 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 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 Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

**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 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, when required, of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**Treasurer**

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by members of the Association during normal business hours, in accordance with the Association's Records Production Policy.

### **Compensation**

- (e) The Secretary and Treasurer shall receive such compensation for their services as may be allowed by the Board of Directors.

### **ARTICLE VIII COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these Bylaws. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

### **ARTICLE IX BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times be subject to inspection by any member in accordance with the Association's Records Production Policy.

### **ARTICLE X MAINTENANCE CHARGE ASSESSMENTS**

**Section 1. Liability of Owner; Collection by Association.** As more fully provided in the Declaration, each member is obligated to pay to the Association a certain annual maintenance charge which is secured by a continuing lien upon the property against which the maintenance charge is assessed. Any maintenance charges which are not paid when due shall be delinquent. If the maintenance charge is not paid within thirty (30) days after the due date, the maintenance charge assessment shall bear interest from the date of delinquency at the highest rate allowed by the laws of the State of Texas, and the Association may retain an attorney to collect such amount and/or to bring an action at law against the Owner personally obligated to pay the same and to foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such collection effort or action. No Owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of his Lot or Building Site.

**Section 2. Amount of Assessment.** As more fully provided in the Declaration, the Board of Directors may decrease or increase the amount of the regular annual maintenance charge

assessment at any time and from time to time by adopting a resolution for such purpose, but no resolution increasing such assessment shall become effective prior to thirty (30) days from the date of its adoption.

However, as more fully provided in the Declaration, no increase of such annual maintenance charge assessment to an amount in excess of 110% of the previous year's assessment shall become effective unless and until approved by a vote of the members, as set forth in the Declaration. No increase in the annual maintenance charge shall take effect retroactively.

#### **ARTICLE XI INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify the officers and directors of the Association as and to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended from time to time.

#### **ARTICLE XII CORPORATE SEAL**

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

#### **ARTICLE XIII AMENDMENTS**


**Section 1. Amendment.** These Bylaws may be amended by the affirmative vote of the Board of Directors at a duly called meeting of the Board. Alternatively, these Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

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

**ARTICLE XIV  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


IN WITNESS WHEREOF, we, being all of the Directors of HARBOR POINT ASSOCIATION, INC., have hereunto set out hands this 23 day of July, 2014.

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

**RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS  
OF  
HARBOR POINT ASSOCIATION, INC.  
REGARDING BYLAWS**

STATE OF TEXAS                   §  
  §  
COUNTY OF MONTGOMERY       §

We the undersigned, being a majority of the members of the Board of Directors of Harbor Point Association, Inc., a Texas non-profit corporation (the “Association”) organized under the Texas Non-Profit Corporation Act, do by this writing approve the following resolution:

**WHEREAS**, Section 22.102 of the Texas Business Organizations Code provides as follows:

- A. The initial bylaws of a corporation shall be adopted by its board of directors or, if the management of the corporation is vested in its members, by the members.
- B. The bylaws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the certificate of formation.
- C. A corporation’s board of directors may amend or repeal the corporation’s bylaws, or adopt new bylaws, unless:
  - (1) the certificate of formation or the Code reserves the power exclusively to the members in whole or in part;
  - (2) the management of the corporation is vested in its members; or
  - (3) the members in amending, repealing, or adopting a particular bylaw expressly provide that the board of directors may not amend or repeal that bylaw.

**WHEREAS**, the Association’s Articles of Incorporation also expressly permit the Board of Directors to amend the Bylaws.

**WHEREAS**, the current Board of Directors desire to amend the bylaws for the Association.

**NOW THEREFORE**, the undersigned Board of Directors of the Association does hereby adopt the above and foregoing Bylaws to which this resolution is attached as the Bylaws of the Association.

This Resolution may be executed in multiple counterparts, which, when placed together shall constitute the fully executed original instrument.


**BOARD OF DIRECTORS**

**HARBOR POINT ASSOCIATION, INC.**

Date: 7-23-14



Date: 7-23-14



Date: 7-23-14




Date: 7-23-14



Date: 7-23-14



ATTEST:

  
\_\_\_\_\_, Secretary



**FILED FOR RECORD**

11/03/2014 4:04PM

*Mark Turnbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number  
sequence on the date and at the time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

**11/03/2014**



*Mark Turnbull*

County Clerk  
Montgomery County, Texas