

TABLE OF CONTENTS
 FOR BY-LAWS OF
 KINGS CROSSING TOWNHOMES CONDOMINIUM OWNERS ASSOCIATION, INC.
 (A Texas Non-Profit Corporation)

	<u>Page</u>
ARTICLE I - NAME	
Paragraph 1.1 - NAME	1
ARTICLE II - PURPOSE AND OWNER OBLIGATION	
Paragraph 2.1 - PURPOSE	1
Paragraph 2.2 - OWNER OBLIGATION	1
ARTICLE III - DEFINITIONS AND TERMS	
Paragraph 3.1 -- MEMBERSHIP	1
Paragraph 3.2 - VOTING	2
Paragraph 3.3 - MAJORITY OF UNIT OWNERS	2
Paragraph 3.4 - QUORUM	2
Paragraph 3.5 - PROXIES	2
ARTICLE IV - ADMINISTRATION	
Paragraph 4.1 - DECLARANT CONTROL	2
Paragraph 4.2 - ASSOCIATION RESPONSIBILITIES	3
Paragraph 4.3 - PLACE OF MEETINGS	3
Paragraph 4.4 - ANNUAL MEETINGS	3
Paragraph 4.5 - SPECIAL MEETINGS	3
Paragraph 4.6 - NOTICE OF MEETINGS	3
Paragraph 4.7 - ADJOURNED MEETING	4
Paragraph 4.8 - ORDER OF BUSINESS	4
ARTICLE V - BOARD OF DIRECTORS	
Paragraph 5.1 - NUMBER AND QUALIFICATION	4
Paragraph 5.2 - POWERS AND DUTIES	4
Paragraph 5.3 - OTHER POWERS AND DUTIES	5
Paragraph 5.4 - NOMINATING COMMITTEE	6
Paragraph 5.5 - ELECTION AND TERM OF OFFICE	7
Paragraph 5.6 - VACANCIES	7
Paragraph 5.7 - REMOVAL OF DIRECTORS	7
Paragraph 5.8 - ORGANIZATION MEETING	7

	<u>Page</u>
ARTICLE V - CONTINUED	
Paragraph 5.9 - REGULAR MEETINGS	7
Paragraph 5.10 - SPECIAL MEETINGS	8
Paragraph 5.11 - WAIVER OF NOTICE	8
Paragraph 5.12 - BOARD OF DIRECTOR'S QUORUM	8
Paragraph 5.13 - FIDELITY BONDS	8
Paragraph 5.14 - COMMITTEES	8
ARTICLE VI - OFFICERS	
Paragraph 6.1 - DESIGNATION	9
Paragraph 6.2 - ELECTION OF OFFICERS	9
Paragraph 6.3 - REMOVAL OF OFFICERS	9
Paragraph 6.4 - PRESIDENT	9
Paragraph 6.5 - VICE PRESIDENT	9
Paragraph 6.6 - SECRETARY	9
Paragraph 6.7 - TREASURER	10
ARTICLE VII - MANAGEMENT CONTRACT	
Paragraph 7.1 - MANAGEMENT COMPANY	10
ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS	
Paragraph 8.1 - INDEMNIFICATION	13
ARTICLE IX - OBLIGATIONS OF THE OWNERS	
Paragraph 9.1 - ASSESSMENTS	13
Paragraph 9.2 - GENERAL	13
Paragraph 9.3 - USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	14
Paragraph 9.4 - DESTRUCTION OR OBSOLESCENCE	14
ARTICLE X - AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP	
Paragraph 10.1 - BY-LAWS	14
ARTICLE XI - MORTGAGES	
Paragraph 11.1 - NOTICE TO ASSOCIATION	15
Paragraph 11.2 - NOTICE OF UNPAID ASSESSMENTS	15
ARTICLE XII - BOOKS AND RECORDS	
Paragraph 12.1 - AVAILABILITY TO OWNERS	15

ARTICLE XIII - APPEALS	
Paragraph 13.1 - RIGHT OF APPEAL	
Paragraph 13.2 - APPEALS PETITION	
Paragraph 13.3 - HEARING	15
Paragraph 13.4 - DECISION	15
Paragraph 13.5 - FURTHER ACTION	16
ARTICLE XIV - COMPLIANCE	
Paragraph 14.1 - LEGAL REQUIREMENTS	16
ARTICLE XV - NON-PROFIT ASSOCIATION	
Paragraph 15.1 - NON-PROFIT PURPOSE	16
ARTICLE XVI - PRINCIPAL OFFICE	
Paragraph 16.1 - ADDRESS	16
ARTICLE XVII - EXECUTION OF INSTRUMENTS	
Paragraph 17.1 - AUTHORIZED AGENTS	17
ARTICLE XVIII - CORPORATE SEAL	
Paragraph 18.1 - CORPORATE SEAL	17
ARTICLE XIX - DEFINITIONS OF TERMS	
Paragraph 19.1 - DEFINITIONS OF TERMS	17
ARTICLE XX - CONFLICT	
Paragraph 20.1 - CONFLICT IN TERMS	17
CERTIFICATE	17

BY-LAWS
OF
KINGS CROSSING TOWNHOMES CONDOMINIUM OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be KINGS CROSSING TOWNHOMES CONDOMINIUM OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit Association as formed is to govern the Condominium Property situated in the County of Harris, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas, plus all additional lands which may be annexed pursuant to the terms of the Declaration.

2.2 OWNER OBLIGATION. All present or future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Units (hereinafter referred to as "Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with KINGS CROSSING TOWNHOMES CONDOMINIUM during the period of such ownership and membership in this Association, or impair any rights or remedies which the

Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

3.2 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is thirty-seven (37). The combined weighted votes calculated in accordance with Exhibit "C" to the Condominium Declaration for KINGS CROSSING TOWNHOMES CONDOMINIUM shall equal one hundred percent (100%). Should additional property be annexed in accordance with Paragraph 2.11 of the Declaration, the total number of votes shall be increased accordingly, and the weighted average adjusted to total one hundred percent (100%).

3.3 MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.3 of this Article shall constitute a quorum.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for KINGS CROSSING TOWNHOMES CONDOMINIUM, the Declarant, FRIENDSWOOD DEVELOPMENT COMPANY D/B/A VILLAGE BUILDERS, an Arizona corporation, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit

Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly buildout and a timely sellout of the Project Units, including the annexation. This control shall last no longer than August 1, 1988, or within one hundred twenty (120) days after the closing of sales of seventy-five percent (75%) of the Units, including the subsequent annexation, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational, whichever occurs first (hereinafter defined as the "Declarant Control Period").

4.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Condominium Project through a Board of Directors.

4.3 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 ANNUAL MEETINGS. Annual meetings shall be held yearly within fifteen (15) days from the anniversary date of the first annual meeting. The first annual meeting shall be called by Declarant within sixty (60) days after the end of the Declarant Control Period or earlier, at Declarant's option.

4.5 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-fourth (1/4) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

4.6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence. If

requested, any Mortgagee of record or its designee may be entitled to receive similar notice.

4.7 ADJOURNED MEETING. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.8 ORDER OF BUSINESS. The order of business at all meetings of the Owners of Units shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors.
- g. Unfinished business.
- h. New business.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of five (5) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

<u>NAME</u>	<u>ADDRESS</u>
John Bruton, Jr.	700 Rockmead Drive Kingwood, Texas 77339
Stanley J. Cable	233 Benmar Houston, Texas 77060
Ryan Claughton	233 Benmar Houston, Texas 77060
Larry J. Jaeger	233 Benmar Houston, Texas 77060
G. B. Mitchell, Jr.	700 Rockmead Drive Kingwood, Texas 77339

5.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these

By-Laws or by the Condominium Declaration for KINGS CROSSING TOWNHOMES CONDOMINIUM directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following duties:

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.

b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulation shall be delivered or mailed to each Member promptly upon the adoption thereof.)

c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, plus a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

Two or more other members of the Board of Directors or Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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 or non-members.

5.5 ELECTION AND TERM OF OFFICE. At the first (1st) annual meeting of the Association the term of office of two (2) of the Directors shall be fixed for one (1) year, the term of office of two (2) of the Directors shall be fixed at two (2) years, and the term of office of the remaining one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first (1st) meeting.

5.6 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.7 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.8 ORGANIZATION MEETING. The first (1st) meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.9 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a

majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.10 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.11 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.12 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.13 FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

5.14 COMMITTEES. The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VI

OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. He shall co-sign all promissory notes with the Secretary and co-sign all checks issued by the Association with the Treasurer. The President, or his designated alternate, shall represent the Association at all meetings of KINGS CROSSING TOWNHOMES CONDOMINIUM OWNERS ASSOCIATION, INC.

6.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY.

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct and shall co-sign all instruments of conveyance; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the

Association. Such list shall show opposite each Member's name, the number of Members living in the Unit, the parking garage, and storage space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: co-sign all Association checks; keep proper books of account; cause an annual audited statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors shall enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. Fiscal Management.

(1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.

(2) Prepare five (5)-year reserve fund for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

b. Physical Management.

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved operating budgets.

(3) Select, train and supervise competent personnel, as directed by the Board.

(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(5) Perform any other projects with diligence and economy in the Board's best interests.

c. Administrative Management.

(1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(2) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

(6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(7) Represent an absentee Owner when requested.

(8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for KINGS CROSSING TOWNHOMES CONDOMINIUM as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the Common Elements and shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 GENERAL.

a. Each Owner shall comply strictly with the provisions of the Condominium Declaration for KINGS CROSSING TOWNHOMES CONDOMINIUM.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements as defined in the Declaration in accordance with the purposes for which they were intended.

9.4 DESTRUCTION OR OBSOLESCENCE. Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS.

a. These By-Laws may be amended by the Association at any time at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the Common Elements except for those amendments provided for in Article VIII of the Declaration, which shall require the approval of Owners and Mortgagees as provided therein. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these By-Laws.

g. To protect and defend the entire Premises from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.

i. To enter into contracts within the scope of their duties and power.

j. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, and to cause a complete audit of the books and accounts by a certified public accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner requesting a copy of an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

l. To meet at least semi-annually.

m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium ownership.

5.4 NOMINATING COMMITTEE. 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 the Chairman, who shall be a member of the Board of Directors, and

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

11.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE XII

BOOKS AND RECORDS

12.1 AVAILABILITY TO OWNERS. The books, records and papers of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member pursuant to such rules as the Board may from time to time adopt. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XIII

APPEALS

13.1 RIGHT OF APPEAL. A Member may appeal any decision of any committee appointed pursuant to Paragraph 5.14 hereof to the Board provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of such committee until such time, if any, as the Board amends or reverses the committee's decision.

13.2 APPEALS PETITIONS. Appeals petitions shall be legibly written and shall be submitted in form satisfactory to the Board.

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

13.4 DECISION. Following the hearing, the Board may, by majority vote of a quorum as herein provided, uphold the decision of the committee in its entirety, may amend such decision, or may overturn such decision.

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

ARTICLE XIV

COMPLIANCE

14.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XV

NON-PROFIT ASSOCIATION

15.1 NON-PROFIT PURPOSE. This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one [1] or more of the purposes of the Association and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XVI

PRINCIPAL OFFICE

16.1 ADDRESS. The principal office of the Association shall be located at 233 Benmar, Houston, Texas, 77060, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XVII

EXECUTION OF INSTRUMENTS

17.1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President with the co-signature of the Secretary of the Association.

ARTICLE XVIII

CORPORATE SEAL

18.1 CORPORATE SEAL. The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

ARTICLE XIX

DEFINITIONS OF TERMS

19.1 DEFINITIONS OF TERMS. The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for KINGS CROSSING TOWNHOMES CONDOMINIUM, as the same may be amended from time to time, recorded in the office of the County Clerk of Harris County, Texas.

ARTICLE XX

CONFLICT

20.1 CONFLICT IN TERMS. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of KINGS CROSSING TOWNHOMES CONDOMINIUM OWNERS ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the 31 day of January, A.D., 1984.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 31 day of January, A.D., 1984.

L. Lynn Christopher
Secretary

11-1
2025 12 25

**Resolution of the Board of Directors of the
Kings Crossing Townhomes Condominium Owners Association
by Unanimous Written Consent**

We, Ed Millett, Lynn Millett, Lynn Gajdosik, Dick Chapman and Rob Burgess, being all the members of the Board of Directors (the "Board") of Kings Crossing Townhomes Condominium Owners Association Corporation (the "Association") as presently constituted, a corporation organized under the Texas Nonprofit Corporations Act, do by this writing consent to take the following actions and adopt the following resolution:

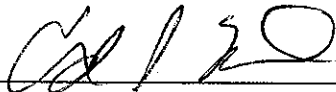
Whereas it is the desire of the Board to clarify the Annual Meeting date according to the Bylaws in Article IV, Paragraph 4.4.

Resolved, the Board hereby stipulates that the Annual Meeting will be held in September of each year, at a date to be specified by the Board of Directors.


We Further Direct That this consent be filed with the Minutes of the next official meeting of the Board of Directors of the Kings Crossing Townhomes Condominium Owners Association.

IN WITNESS of our unanimous vote for, approval and adoption of, and consent to the foregoing resolution, we have caused this Written Resolution to be executed by all the Directors of the Kings Crossing Condominium Owners Association.

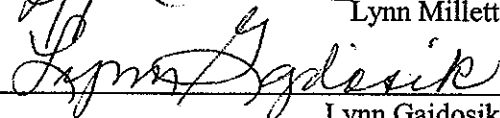
Executed this 27 day of April, 2005.



Ed Millett




Lynn Millett



Lynn Gajdosik

Dick Chapman



Rob Burgess