

**MANAGEMENT CERTIFICATE
OF
VILLAS AT ROLLOVER BAY HOMEOWNERS ASSOCIATION, INC.,**

The undersigned, being an officer of Villas at Rollover Bay Homeowners Association, Inc., and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: North Caplen Addition.
2. The name of the association: Villas at Rollover Bay Homeowners Association, Inc., a Texas non-profit corporation (the "Association").
3. The recording information for the subdivision: North Caplen Addition, filed in Book 2, Page 61 of the Map Records of Galveston County, Texas.
4. The recording data for the declaration: The Association is a Texas non-profit corporation established to administer common elements and the affairs of the Association established pursuant to Chapter 209 of the Texas Property Code and the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 2022052387, Official Public Records of Galveston County, Texas.
5. The mailing address of the Association. Villas at Rollover Bay Homeowners Association, Inc., 12505 Memorial Dr., Suite 330, Houston, Texas 77024.
6. The name, mailing address and email address of the person managing the association: Villas at Rollover Bay Homeowners Association, Inc., c/o Kim Smith, P.O. Box 2890, Gilchrist, TX 77617, rolloverbayhoa@gmail.com
7. Fees charged by the Association. The fee amount and descriptions charged to each member by the Association are more fully described in Exhibit A, attached hereto.
8. Exhibits. The following exhibits are attached hereto.
 - a. Exhibit A – Association Fees
 - b. Exhibit B – Certificate of Formation
 - c. Exhibit C – Bylaws

[SIGNATURE PAGE FOLLOWS]

This Certificate is effective as of the 11 of August, 2022.

**VILLAS AT ROLLOVER BAY HOMEOWNERS
ASSOCIATION, INC.**, a Texas non-profit corporation

By: 

Name: Jocelyn Shelton

Title: Board Member

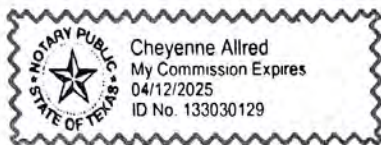
THE STATE OF TEXAS
COUNTY OF Harris

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§

This instrument was acknowledged before me on 11th day of August, 2022,
by Jocelyn Shelton, a Director of Villas at Rollover Bay Homeowners Association, Inc.,
a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]



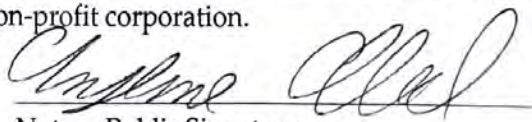

Notary Public Signature

EXHIBIT A

ASSOCIATION FEES



HOA Budget Expense Detail, Other Fees & Violation Costs

HOA Annual Operating Expense Budget:

1. Common Area Property Taxes:	\$2,400.00
2. Insurance:	\$2,400.00
3. Legal:	\$2,400.00
4. Accounting:	\$1,800.00
5. Management:	\$12,480.00
6. Notices/Postage:	\$1,200.00
7. Landscape Maintenance:	\$3,600.00
8. Pond Maintenance:	\$2,400.00
9. Common Area Pest Control:	\$1,800.00
10. Common Area Power and Water:	\$4,800.00
11. Road Repair Reserves:	\$6,000.00
12. Pond Repair Reserves:	\$1,200.00
13. Common Area Reserves:	\$1,200.00
14. Landscape Reserves and Repairs:	\$2,400.00
15. General Reserves:	\$1,200.00
TOTAL:	\$47,280.00

Other Fees:

1. HOA Property Transfer Fee:	\$500.00
2. Resale Certificate Preparation:	\$275.00
3. HOA Package Preparation:	\$100.00

Violations and Costs:

1. Premature clearing or construction:	\$500 + vegetation replacement
2. Commencing construction without ACC Approval:	\$250/day
3. Excessive mud and debris on road:	\$250 + \$50/day until violation is cured
4. Inadequate use of dumpster:	\$250 + \$50/day until violation is cured
5. Encroachment onto adjacent properties:	\$500 + repair cost to adjacent property
6. Damage to street and infrastructure:	\$500 + repair of damaged property
7. Workers before and after working hours:	\$250
8. Open fires or burning of trash	\$500 + cost to repair any damage
9. Noise complaint:	\$250
10. Landscaping maintenance:	\$250

EXHIBIT B

CERTIFICATE OF FORMATION

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25

**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 804591956 06/01/2022
Document #: 1152881230002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Villas at Rollover Bay Homeowners Association, Inc.

Article 2 – Registered Agent and Registered Office

☒ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

Cook Legal Group

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

12505 Memorial Dr., Suite 330 Houston TX 77024

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☒ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Loren Hill**

Title: **Director**

Address: **13903 Huffmeister Rd Cypress TX, USA 77429**

Director 2: **Jocelyn Shelton**

Title: **Director**

Address: **12505 Memorial Dr Suite 330 Houston TX, USA 77024**

Director 3: **Wesley Hill**

Title: **Director**

Address: **13903 Huffmeister Rd Cypress TX, USA 77429**

Article 4 - Organization Structure

☒ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organization Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed

for the purpose of exercising all powers and privileges, and performing all of the duties, obligations and purposes of the Association.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Villas at Rollover Bay Association - CERTIFICATE OF FORMATION ADDENDUM.pdf

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**12505 Memorial Dr., Suite 330
Houston, TX 77024
USA**

Organizer

The name and address of the organizer are set forth below.

Greta Goldsby 200 Lee Barton Drive, Austin, Texas 78704

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Greta Goldsby

Signature of organizer.

FILING OFFICE COPY

**ADDENDUM TO CERTIFICATE OF FORMATION
OF
AILLAS AT ROLLOVER BAY HOMEOWNERS ASSOCIATION, INC.**

This Addendum is attached to the Certificate of Formation of Villas at Rollover Bay Homeowners Association, Inc. and shall be deemed to be incorporated therein.

**ARTICLE I
DURATION**

The Association shall exist perpetually.

**ARTICLE II
MEMBERSHIP**

Membership in the Association shall be determined by the Declaration.

**ARTICLE III
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration. Notwithstanding the foregoing, cumulative voting is not permitted.

**ARTICLE IV
LIMITATION OF DIRECTOR LIABILITY**

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

**ARTICLE V
INDEMNIFICATION**

Each person who acts as a director, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

**ARTICLE VI
DISSOLUTION**

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

**ARTICLE VII
ACTION WITHOUT MEETING**

Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Declaration or this Certificate of Formation.

**ARTICLE VIII
AMENDMENT**

This Certificate of Formation may be amended by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of two-thirds (2/3) majority of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

EXHIBIT C

BYLAWS



BYLAWS
VILLAS AT ROLLOVER BAY
HOMEOWNERS' ASSOCIATION

Amendment to Instrument Number: 2022041770

**BYLAWS
OF VILLAS AT ROLLOVER BAY HOMEOWNERS ASSOCIATION, INC.,
A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I
NAME, LOCATION, DECLARATION AND MEMBERS**

1.1 Name of Association. The name of the non-profit corporation is VILLAS AT ROLLOVER BAY HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The Association shall be a non-profit corporation organized under the Texas Nonprofit Corporation Law, including Chapter 22 and the applicable provisions of Title 1 of the Texas Business Organizations Code, as from time to time amended (the "TBOC").

1.2 Registered Office and Agent. The registered office and registered agent of the Association shall be located at c/o Cook Legal Group, 12505 Memorial Drive, Suite 300, Houston, Texas 77024, or at such other location as the Board of Directors may designate, but meetings of Members and Directors may be held at such places within Galveston County, Texas, as may be designated from time to time by the Board of Directors.

1.3 Declaration. These Bylaws are subject to that certain Master Declaration of Covenants, Conditions, and Restrictions dated as of August 1 2022, executed by LOR Design LLC, a Texas limited liability company, as "Declarant", recorded as Document Number 2022052387, in the Official Public Records of Galveston County, Texas (as may be amended from time to time, the "Declaration").

1.4 Villas at Rollover Bay. Declarant is the master developer of that certain real property described in that certain Warranty Deed from HCS Texas Holdings, LLC, to Declarant, dated September 24, 2021, and recorded in the Official Public Records of Galveston County, Texas, under Document Nos. 2021069983 and Amendment 2022052386 (the "Development").

1.5 Members. In accordance with the terms of the Declaration each Owner of property in the Development is a Member of the Association.

ARTICLE II DEFINITIONS

2.01 Definitions. The definitions of all terms herein, not otherwise defined, shall be the same as those in the Declaration.

ARTICLE III MEETING OF MEMBERS

3.1 Annual Meetings. The annual meeting of the Members shall be held each year in January beginning with the year 2023.

3.2 Special Meetings. Special meetings of the Members of the Association may be called at any time by the president or by the Board of Directors or upon written request of Members holding collectively more than 1/3rd of the votes entitled to be cast at the meeting.

3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given, at the discretion of the secretary or person authorized to call a meeting, by mailing a copy of such notice, postage prepaid, or by forwarding a copy of such notice by electronic transmission or other means of written communication, not less than 10 days nor more than 60 days, before such meeting to each Member entitled to vote, addressed to the Member's address (whether a mailing address, e-mail address or facsimile number) last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the items on the agenda of the meeting including the general nature of any proposed amendment to the Declaration or Bylaws. Such notice shall be deemed to be delivered when deposited in the United States mail, sent by electronic submission or other form of written communication addressed to the Member at the address as set out above. Upon request, notice of such meeting shall also be forwarded to first mortgagees.

3.4 Quorum. At any meeting of the Association, the presence in person or by proxy of Members holding at least 20 percent of the votes entitled to be cast shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum.

3.5. Lack of Quorum. a quorum is not present at any meeting of the Association for which proper notice was given, Members representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than 24 hours in order to attain a quorum, provided the place of the meeting remains as slated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within 15 to 30 days may be given to an Owner, at which meeting the Members present in person or by proxy (even if representing less than 20 percent of the votes entitled to be cast) will be sufficient to constitute a quorum for the purposes of that meeting.

3.6. Votes. The vote of Members representing at least a majority of the votes cast at any meeting at which a quorum is present binds all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law. Cumulative voting is prohibited.

3.7 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 Tract, provided the Association is first given actual notice of such conveyance.

3.8 Unanimous Written Consent to Action. In accordance with Section 6.201 of the TBOC, action may be taken by Members without holding a meeting, providing notice or taking a vote if each Member entitled to vote signs a written consent to the action and such consents are filed with the Secretary of the Association.

3.9 Action By Less Than Unanimous Written Consent. In accordance with Section 6.202 of the TBOC, action may be taken by Members without holding a meeting, providing notice or taking a vote if Members having at least the minimum number of votes that would be necessary to take the action (that is the subject of the consent) sign a written consent to the action

and such consents are filed with the Secretary of the Association not later than the 60th day after the date the earliest dated consent is delivered to the entity as required by Section 6.203 of the TBOC.

3.I0 Ballots. Secret ballots shall be utilized upon the request of any Member.

ARTICLE IV BOARD OF DIRECTORS

4.1 Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association and who are elected annually, subject to the Declarant's rights hereunder and in the Declaration.

4.2 Term of Office. Except as provided in Article XV herein, the Members shall elect three Directors for a term of approximately one year, beginning from the date of their election to the date of the election of their successor at the next annual meeting.

4.3 Removal. Except as provided in Article XV herein, any Director may be removed from the Board, with cause or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4.4 Compensation. No Director shall receive compensation for any service he may render to the Association in his capacity as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5 Unanimous Written Consent to Action. In accordance with Section 6.201 of the TBOC, any action required or permitted to be taken by the Board of Directors, may be taken without holding a meeting, providing notice or taking a vote and shall have the same force and effect as a unanimous vote of Directors, if all members of the Board of Directors shall individually or collectively consent in writing to such action.

4.6 Ballots. Secret ballots shall be utilized upon request of any Board member.

ARTICLE V ELECTION OF DIRECTORS

5.1 Vacancies. Except as provided in Article XV herein, in the event a vacancy occurs on the Board of Directors, the Board of Directors shall select a replacement to serve the unexpired term.

ARTICLE VI MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice at such place and hour as may be fixed from time to time by the Board. Any Member desiring to attend quarterly meetings shall contact the president who shall in return notify such Member of the time and place of the next quarterly meeting.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when

called by the president of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

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

ARTICLE VII POWERS AND DUTIES OF THE BOARD

7.1 Powers. The Board of Directors shall have the power:

A. to perform the functions and powers set forth in the Certificate of Formation and adopt and publish rules and regulations governing the use of the roadway improvements and drainage facilities, and the personal conduct of the Owners and their guests thereon and other matters authorized in the Declaration and to establish penalties for the infraction thereof;

B. to suspend the right of use of the roadway improvements and drainage facilities of a Member or Owner during any period in which such Owner or 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 60 days for infraction of published rules and regulations;

C. to 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 these Bylaws, the Certificate of Formation, or the Declaration;

D. to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors;

E. to employ a manager, an independent contract, regular employees, and/or such other persons as they deem necessary, and to prescribe their duties; and

F. to otherwise perform every function reasonably necessary for the administration, operation, maintenance, and management of the roadway improvements and drainage facilities, consistent with the terms and conditions of the Declaration, the Certificate of Formation and the TBOC.

7.2 Duties. It shall be the duty of the Board:

A. to perform all duties authorized or required by the Association in the Declaration, the Certificate of Formation, or these Bylaws.

B. to cause to be kept a complete record of all its acts and corporate affairs and to present a report thereof to the Members at the annual meeting of the Members, or at any special meeting when such report is requested in writing by a majority of the

Members.

C. to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

ARTICLE VIII OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The officers of the Association shall be a president and vice president (who shall at all times be members of the Board of Directors), a secretary and a treasurer. A person need not be a Member to be an officer.

8.2 Election of Officers. The election of officers shall take place by written consent signed by all Directors or at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3 Term. Each officer of this Association shall be elected annually by the Board and each shall hold office for approximately one (1) year until the election of his successor, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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, the acceptance of such resignation shall not be necessary to make it effective.

8.6 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.

8.7 Multiple Offices. A person may hold more than one office, except the office of president and secretary may not be held by the same person.

8.8 Duties. The duties of the officers are as follows:

A. President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all legal instruments on behalf of the Association.

B. Vice President: 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.

C. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings

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

D. Treasurer: 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 sign all checks and promissory notes of the Association; keep proper books of account; if required by law, cause an annual audit of the Association books to be made by an outside auditor, public accountant or CPA at the completion of each fiscal year, as necessary; and shall prepare an annual budget for the forthcoming year and a statement of income and expenditures for the previous year, to be presented to the membership at its regular annual meeting.

ARTICLE IX COMMITTEES

The president may appoint a Nominating Committee whose duty it shall be to recommend to the membership nominees to the Board of Directors. In addition, the Board of Directors may appoint other committees deemed appropriate in carrying out the purposes of the Association.

ARTICLE X BOOKS AND RECORDS

The books and records of the Association shall at all times be subject to inspection by any Member during reasonable business hours. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be obtained upon request.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual Regular Assessments and Special Assessments (if levied) which are secured to the full extent provided by law by a continuing lien upon the property against which the assessment is made. The collection and enforcement procedures shall be as set forth in the Declaration.

ARTICLE XII INDEMNITY

Subject to the limitations and requirements of Chapter 8 of the TBOC, the corporation shall indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer or director of the corporation. Additionally, the corporation may indemnify a person who is or was an employee, trustee, agent, or attorney of the corporation, against any liability asserted against him and incurred by him in such a capacity and arising out of his status as such a person.

ARTICLE XIII

LIMITATION ON LIABILITY OF DIRECTORS

No Director shall be liable to the corporation for monetary damages for an act or omission in the directors' capacity as a director, except that this Article does not eliminate or limit the liability of a Director to the extent the director is found liable for:

- (1) a breach of the Director's duty of loyalty to the corporation;
- (2) an act or omission not in good faith that constitutes a breach of duty of the Director to the corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (3) a transaction from which the Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office; or
- (4) an act or omission for which the liability of the Director is expressly provided by an applicable statute.

Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the liability of a Director of the corporation existing at the time of such repeal or modification.

ARTICLE XIV AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of the total Members. Amendments to the Declaration shall be pursuant to the procedures set forth therein. Notwithstanding the foregoing, as long as the Declarant owns any Tract, Common Area, or Special Common Area in the Development, no amendment of these Bylaws may be made without the Declarant's written and acknowledged consent.

ARTICLE XV DECLARANT PROVISIONS

15.1. Declarant Provisions Control. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

15.2. Development Period. Notwithstanding the foregoing provision or any provision in the Documents to the contrary, until the expiration or termination of the Development Period, Declarant will be entitled to appoint and remove all members of the Board and officers of the Villas at Rollover Bay Association. Declarant may terminate its appointment and/or removal right hereunder as to any one or more or all the Board members or officers, and in the event Declarant terminates its right to appoint and remove less than all of the Board members or officers (or the Development Period expires), the Board/officer positions to which the termination applies will be elected by the Members. Each Board member elected by the Members will be elected for a term of one (1) year and, absent death, ineligibility, resignation, or removal, shall serve until his or her

successor is elected or he or she is replaced in accordance with the Bylaws.

15.3. Election of the Board by Initial Members. In accordance with Section 209.00591 of the Texas Property Code, on or before the 120th day after the date 75% of the Lots subject to the Declaration are conveyed to owners other than the Declarant, or sooner as determined by Declarant, the Board will call a meeting of Members of the Association for the purpose of electing one-third (1/3) of the Board (the “**Initial Member Election Meeting**”), which Board member(s) must be elected by a Majority of the Members other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period (or Declarant’s earlier election to terminate its appointment and removal rights pursuant to the Declaration).

15.4. Declarant's Votes. In addition to the votes to which Declarant is entitled by reason of the Declaration, for every one (1) vote outstanding in favor of any Tract, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

ARTICLE XVI MISCELLANEOUS

16.1 Fiscal Year. The fiscal year of the Association shall be the calendar year. The issuance of a corporate seal shall be unnecessary.

16.2 Member Compliance. Each Member shall be subject to the Declaration and shall abide by the Bylaws and Rules and Regulations as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state and federal government having jurisdiction over the Property or any part thereof.

16.3 Conflict. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; and in the case of any conflict between the Declaration and these Bylaws or the Certificate of Formation, the Declaration shall control.

Signature Page Follows

Declarant and the Initial Board of Directors hereby adopt these Bylaws as of the 11 day of August, 2022.

DECLARANT:

LOR DESIGN LLC, a Texas Limited Liability Company

By: 

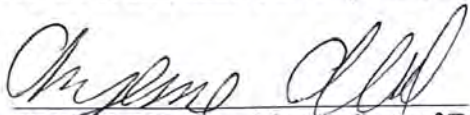
Name: Jocelyn Shelton

Title: Board Member

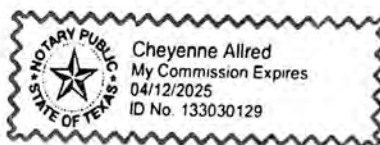
STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on 08/11/, 2022, by Jocelyn Shelton, as board member of LOR DESIGN LLC a Texas limited liability company, on behalf of said limited liability company.



Notary Public in and for the State of Texas



Initial Board of Directors:

Loren Hill
13903 Huffmeister Road
Cypress, Texas 77429

Jocelyn Shelton
12505 Memorial Drive, Suite 330
Houston, Texas 77024

Wesley Hill
13903 Huffmeister Road
Cypress, Texas 77429